The Solicitors' Journal

VOL. LXXXII. **Saturday, January 15, 1938.** No. 3

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.

SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.

Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*

CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.

ADVERTISEMENTS: Advertisements must be received not later than 1 p.m. Thursday, and be addressed to The Manager at the above address.

Current Topics.

Hilary Law Sittings: Chancery Division.

PARTICULARS concerning the number of matters set down for hearing during the present term before the Court of Appeal and the King's Bench, and the Probate, Divorce and Admiralty Divisions of the High Court were given in our last issue. Figures for the Chancery Division were not then available, and these are given hereunder. They provide somewhat melancholy reading. The total number of causes, exclusive of company matters is 70, compared with 149 last year, and 202 which was the corresponding figure for 1936. Witness List, Part I, comprising nine causes, will be dealt with by LUXMOORE and BENNETT, JJ.; Witness List, Part II, comprising twenty-five causes, by CROSSMAN and MORTON, JJ. LUXMOORE, J., has in addition, three Retained Matters, BENNETT, J., four Retained Matters, one Petition and one case in Witness List, Part II. CROSSMAN, J., has four causes in the Non-Witness List, one Petition and one Companies Matter and the list contains also one Retained Matter, which would have come before CLAUSON, L.J., and will be dealt with by MORTON, J. Adjourned Summonses and cases in the Non-Witness List, which number nineteen, will be dealt with by FARWELL and SIMONDS, JJ., while the latter has in addition one Retained Matter. Companies (Winding-up) Matters for hearing before BENNETT, J., comprise eighty-five causes, including sixty-nine Petitions, six Motions and ten Adjourned Summonses.

Appeals to the House of Lords.

NOTWITHSTANDING the provision contained in the Administration of Justice (Appeals) Act, 1934, that "no appeal shall lie to the House of Lords from any order or judgment made or given by the Court of Appeal after 1st October, 1934, except with the leave of that court or of the House of Lords," the volume of appeals still finding their way to the ultimate appellate tribunal appears not to have been seriously diminished, if at all, since the passing of the Act above referred to, the framers of which having doubtless envisaged that questions of pith and moment, particularly those in which there has been a divergence of judicial opinion in the lower courts, might with advantage to the elucidation of the law be submitted for their solution to the review of the House. That this would appear to be the opinion of the House itself may be gathered from some observations in the recent case of *Rowell* v. *Pratt* [1938] A.C. 101. In that case the Court of Appeal, in which there was a difference of opinion on the question involved, namely, whether a return made by a grower of potatoes to the Potato Marketing Board was privileged from production in all legal proceedings other than those specifically mentioned in the proviso to s. 17, sub-s. (2) of the Agricultural Marketing Act, 1931, granted leave to appeal to the House of Lords only on the terms that the appellant obtained from the National Farmers Union an undertaking to pay the respondent's costs in any event. In commenting on this onerous term, LORD MAUGHAM said that, although there might be cases where leave to appeal should only be granted on the terms that the appellant should pay the respondent's costs in any event, it might well be doubted whether that was a proper term to impose in a case where the Court of Appeal by a majority was reversing the decision of the trial judge. He went even further by saying that if the particular matter had come before the Appeal Committee of the House, leave to appeal would probably have been granted without the imposition of such a term.

Court or Tribunal?

MORE than once in these columns it has been necessary to advert to an aspect of modern governmental machinery which cannot fail to disquiet the observer of current tendencies from the standpoint of what were once considered, and in our view still are, sound constitutional maxims. To regard the courts of law as the main custodians of public liberty is to deprecate any invasion of their sphere of operation, particularly when any restriction of their functions is accompanied by a corresponding increase in the power of some body more or less directly under the influence of the executive. That the exercise of quasi-judicial powers by bodies of this latter character, though often of considerable practical value, has been attended by a number of serious drawbacks will hardly be denied, and there has been a marked tendency in some recent statutes to revert to the earlier practice of referring doubtful questions to the courts. Another, perhaps, less serious but none the less important, aspect of the problem is suggested by a consideration of recommendations put forward to the Council of the Chartered Surveyors' Institution and the Committee of the Rating Surveyors' Association, in a memorandum recently submitted to the Central Valuation Committee on the subject of rating appeals. Suggestions have been made that the existing jurisdiction of quarter sessions in rating appeals should be abolished in favour of arbitration. In support of such a course it is urged that a serious anomaly arises where, as in the case of large public utility undertakings, a single rateable hereditament extends into the area of jurisdiction of two or more courts of quarter sessions with the result that the values of parts of the same hereditament are

apt to be determined on different bases. If recourse were had to arbitration instead of to quarter sessions, it is said, it would not be necessary to appeal to several different courts to obtain adjustments in the rating assessments of parts of the same hereditament.

A Panel of Arbitrators.

An alternative proposal put forward in the same memorandum is that rating appeals should come before a tribunal of the same or similar constitution as that provided by s. 1 of the Acquisition of Land (Assessment of Compensation) Act, 1919, so that disputed questions of value would, on appeal from the decision of an assessment committee, be determined by one at a panel of official arbitrators selected by the reference committee set up by s. 1 (5) of that Act. It is contemplated that the provision of the Act enabling an arbitrator agreed upon by the parties to be appointed instead of one of the official arbitrators should apply to such cases. The memorandum recognises that questions of law as well as questions of value are frequently raised in rating appeals, but it is urged that the former arise in compensation disputes at least as often as, and probably more often than, in rating appeals, and that s. 6 of the Act surmounts any objection there may be to a technical tribunal on that score. That section, as our readers will recall, provides that the decision of the official arbitrator shall be final, but that he may, and shall, if the High Court so directs, state a case for the opinion of the court on any question of law arising during the proceedings. The memorandum suggests, however, that in rating appeals the decision of the High Court should not, as in existing cases under the Act of 1919, be final, but that there should be a right of appeal up to the House of Lords on a point of law in such cases. The certainty that the case will be heard on the day fixed by the official arbitrator and notified by him to the parties well in advance, is also cited as an advantage possessed by arbitration proceedings over proceedings in quarter sessions. To this last point we readily agree. The others require some further consideration.

Lawyer or Technician?

In an age of specialisation there is, in our view, a real danger of casting upon the technician a task for which his training does not necessarily fit him. It is a commonplace that in many rating cases the valuation of premises is determined not primarily with reference to the hypothetical tenant, the statutory basis provided by the Rating and Valuation Act, 1925, but with reference to some other standard. Readers may remember a recent case (*King Edward VII Welsh National Memorial Association* v. *South-East Glamorgan Assessment Committee and Others*, 82 Sol. J. 17) when a divisional court intimated that the court below had acted rightly in paying due attention to two other methods brought to its notice but in refusing to regard either as conclusive. The expert is peculiarly susceptible to rules framed in terms with which he is familiar and *primâ facie* it appears to us that a court is more likely to take a balanced view of the situation and, perhaps, to pay due regard to the requirements of the law, the application of which is, after all, the only problem in such cases. Ample opportunity is afforded for laying before the court technical considerations and methods of arriving at a fair valuation, but it is for the court to judge and the experts to give evidence. Anomalies arising from rateable subjects occupying more than one area can hardly be considered as of themselves justifying a change of the magnitude proposed and there are a number of considerations suggesting that the analogy between compensation cases and rating appeals is imperfect. We are far from ignoring the invaluable assistance which technical surveyors and valuers are capable of giving in cases of the kind under notice, but, for the reasons advanced above, we should deprecate the replacement of the lawyer by the technician as the final arbiter in such cases.

Highway Law Codification.

The appointment of a committee jointly by the Minister of Health and the Minister of Transport to examine the existing law relating to highways, streets and bridges in England and Wales, and to prepare one or more Bills codifying the law with such amendments as may be desirable to secure simplicity, uniformity and conciseness, was announced recently, and the names of those who are to form the committee were given in our last issue (at p. 40). As the terms of reference show, the functions of the committee relate primarily to the codification, and only incidentally to the amendment of the existing law, but the ramifications of the present statutory provisions are such that its task will be no light one. The history of highway law in its legislative aspect may be traced back to the statute duty initiated some four centuries ago in order to provide for the repair of highways on a parochial basis. This was followed by a series of Turnpike Acts—the first of which was passed in the latter half of the seventeenth century—and the Highway Act of 1835, which provided for the maintenance of roads other than those comprised in the turnpike trusts. This Act created some 15,000 highway parishes, abolished statute duty, and provided for the setting up of governing bodies empowered to appoint surveyors, and levy rates. As time went on highway parishes in many cases were merged into and were dealt with by larger units—such as the Boards of Health under the Public Health Act, 1848, and the Local Government Act, 1858, and the highway districts formed under the powers conferred upon the justices by the Highways Act, 1862—while the process of unification and the bringing into line of highway management with other local government activities was furthered by the creation throughout the country of urban and rural sanitary districts under the Public Health Act, 1875. County councils, now the principal highway authorities, were invested with the highway powers of the justices by the Local Government Act, 1888, while, under the Local Government Act, 1894, the urban and rural district councils assumed the powers of the highway parochial and district authorities. The present position is the result of the changes brought about by the Local Government Act, 1929, which greatly enlarged the administrative functions of the county councils, while a new feature—the placing of the roads of greatest importance under the direct control of the Ministry of Transport—was introduced by the Trunk Roads Act of 1936. One result of the successive changes, of which the above is the barest outline, is that highway law is scattered over a great number of statutes, and it will, it is thought, be generally conceded that the time is ripe for a complete codification of the existing law on the subject.

Local Government Committee: Third Report.

The Local Government and Public Health Consolidation Committee has now issued its third interim report, and with it the draft of a Bill the objects of which are "to consolidate with amendments certain enactments relating to food, drugs, markets, slaughter-houses and knackers' yards." Previous labours of the committee have issued in two extensive and useful measures of legal reform. In March, 1933, it published its first interim report, together with the draft of a Bill to consolidate with amendments the enactments relating to local government authorities. The Bill was considered by a Joint Select Committee of the House of Lords and the House of Commons, and, with some modifications, became law as the Local Government Act, 1933, receiving the Royal Assent in November of the same year, and coming into operation on 1st June, 1934. The second interim report was issued with the draft of a Bill to consolidate with amendments certain enactments relating to public health in January, 1936. The latter, after a number of alterations had been introduced as a result of consultation and negotiation with various bodies concerned, was introduced into the House of Lords and referred to a Joint Select Committee of both

Houses. Further amendments were introduced as the result of the deliberations of that body, and the Bill became law as the Public Health Act, 1936, at the end of July of that year. The Act came into operation on 1st October, 1937. The third interim report is not concerned with matters of such general interest to practitioners as the two previous reports, but some indication of its contents, and those of the Bill issued with it, must be given.

Food and Drugs: Consolidation of the Law.

IT may be recalled that the second interim report contained various headings under which public health law was classified. The first related to matters of a strictly public health character with which the draft Bill attached to that report was concerned. The second heading comprised provisions with regard to streets and building lines, the third, provisions dealing with food, and there were five other headings which need not detain us. The committee recognises that the law of highways, while not beyond its terms of reference, falls for the most part outside the scope of the Ministry of Health, and that the preparation of a Bill dealing with streets and highways is more appropriately matter for joint action between the Ministries of Health and Transport. This, as indicated in another paragraph in the present issue, has now been taken. The present report and Bill are thus concerned with matters falling within the third heading. On the other hand, the provisions of the draft Bill are not restricted to those of a purely public health nature. The Food and Drugs (Adulteration) Act, 1928, the Milk and Dairies (Consolidation) Act, 1915, and the Milk and Dairies (Amendment) Act, 1922, evince the double object of safeguarding public health, and protecting purchasers from fraud and deception, and the committee draws attention to the practical difficulties of treating these matters separately, and to the obvious convenience of a single code embracing both these aspects of the matter. Moreover, the Bill deals with a number of closely associated matters, such as slaughter-houses and markets, the inclusion of the former leading also to the importation of the subject of knackers' yards. The terms of reference were enlarged so as to enable the committee to deal with the law in London.

Recommendations of the Committee.

ONLY the briefest outline of the character of some of the more important recommendations incorporated into the Bill can be given here. These include a unification of maximum penalties, with suitable modifications to meet particular cases, for various infringements of the law at present scattered over a number of statutes, a new principle for the determination of the question what local authorities shall be "Food and Drug Authorities," a standardisation of regulation-making powers, and the elimination of anomalies in regard to what is known as the "warranty defence." In regard to regulations, it is of interest to observe that the committee has acted in accordance with a recommendation of the Departmental Committee on Ministers' Powers that the foregoing term should be used to describe the instrument by which the power to make substantive law is exercised, and that the term "order" should be used to describe the instrument of the exercise of (a) executive power, and (b) the power to take judicial and quasi-judicial decisions. "Milk and Dairies Regulations" is therefore substituted for "Milk and Dairies Orders"—the phrase used throughout in the Milk Act of 1911. It is suggested that the administration of the law with regard to food and drugs should be entrusted to county councils, county borough councils and urban authorities (whether boroughs or urban districts), with a population of not less than 40,000, and that the Minister of Health should be empowered to confer similar powers on urban authorities with a population of not less than 20,000. On the question of compensation, it may be noted that a provision had been inserted in the clause dealing with the seizure of unsound food, limiting compensation, on the principle adopted in *Hobbs* v. *Winchester Corporation* [1910] 2 K.B. 471, to the case of food which has been mistakenly seized and which the justice has accordingly refused to condemn, and defining the compensation in terms of the depreciation of the value of the food resulting from its seizure and removal. The Bill contains 102 clauses, divided into six parts, containing respectively general provisions as to food and drugs, provisions as to milk, etc., provisions as to other kinds of food, provisions as to importation of certain produce, provisions relating to markets, slaughter-houses, and cold-air stores, and, finally, general and miscellaneous provisions. The committee intimates that, as in the case of the previous Bills, it has proceeded on the footing that its task was not to frame ideal legislation, but to reproduce existing law with such amendment only as was likely to command general assent. The report (Cmd. 5628) and the draft Bill (Cmd. 5629) are published by H.M. Stationery Office, price 1s. and 1s. 6d. net respectively.

Central Criminal Court: January Session.

TWO charges of murder and five of attempted murder figure in the lists for the January session of the Central Criminal Court, which opened on Tuesday. The calendar also included two charges of robbery with violence, one of robbery while armed, three of causing grievous bodily harm, three of wounding, five of bigamy, one of coining, two of forgery, and seven of conspiracy to defraud. The foregoing particulars are derived from the lists at the beginning of the week, which showed a total of eighty-four persons awaiting trial or sentence. This figure had been increased to ninety-six by the opening day. Cases in the High Court Judge's list are being dealt with by GODDARD, J.

Recent Decisions.

IN *Re Municipal Corporations Act*, 1882: *Re Counter's Petition* (*The Times*, 13th January), the Court of Appeal (GREER, SLESSER and SCOTT, L.JJ.) reversed a decision of a Divisional Court (GODDARD and HILBERY, JJ.) and upheld that of HAWKE, J., in Chambers, who had refused to strike out a petition against the election of a rural district councillor. The last day of the prescribed period of six weeks for the presentation of the petition fell on Whit Monday and the Court of Appeal held that the petition which was presented on the following day was not out of time. See Local Government Act, 1933, s. 295 (1). A report of the proceedings before the Divisional Court appeared in our issue of 20th November last (81 SOL. J. 944, *sub nom. Buckingham* v. *Counter*).

In *Chajutin* v. *Whitehead* (*The Times*, 13th January), a Divisional Court (LORD HEWART, C.J., and BRANSON and HUMPHREYS, JJ.), reversing a decision given at the County of London Quarter Sessions, held that *mens rea* was not an essential ingredient of the offence of being in possession of a passport altered without lawful authority within art. 18 (4) (*d*) of the Aliens Order, 1920.

Abolition of the New Procedure List.

THE attention of readers should be drawn to the fact that by r. 15 of the Rules of the Supreme Court (No. 3) 1937 (S.R. & O., 1937, No. 1150/L. 16), the New Procedure List was abolished on 11th January, the opening day of the present term. This involves, of course, the revocation of the New Procedure Rules, 1932, which came into force on 24th May, 1932. The decision to abolish the New Procedure List is of a less radical nature than at first appears, for many of the features of proved utility are now incorporated in the amendments introduced by the new rules in the Rules of the Supreme Court, referred to above. The matter which is not suitable for detailed treatment here is dealt with in an article on p. 44 of the present issue.

New Procedure: Abolition—and Extension.

RULES OF THE SUPREME COURT (No. 3), 1937.

On 11th January, the New Procedure List was abolished: Ord. XXXVIIIA, in operation since 1932, is revoked; the illogical though experimental distinction between "ordinary" and "new procedure" actions has gone and the benefits of "new procedure" will now, in effect, apply to all actions. The Lord Chief Justice will make suitable arrangements for the trial of cases already entered in that list. The new rules are dated 17th December, 1937; it is a pity that their publication was delayed until a few days before term; a still greater pity that they were not published in time for the *Annual* and *Yearly Practices* of 1938.

A sensible, though very tardy beginning has at last been made to implement a few of the recommendations on procedure of the Royal Commission on the Despatch of Business at Common Law (1936, Cmd. 5065). Thus, an order may be made for proof of facts otherwise than by oral evidence; the length of a trial must be estimated; admission of documents must now be taken seriously; a party disputing the authenticity of a document must challenge it within a fixed period. The Commission recommended that the "New Procedure List" be superseded and that (apart from the Commercial and the Short Cause Lists) there should be four ordinary lists: Special Jury, Common Jury, Long Non-Jury and Short Non-Jury. This recommendation the new rules adopt. For any case in any list a date of trial may now be fixed by the Master or judge—the most useful part of the old "New Procedure"; a date must be fixed by the Chief Associate, before which the case shall not be tried. (See Pt. VIII, pp. 77-86; Sol. J., vol. 81, "The Rules of the Supreme Court," pp. 128, 129, 148, 149.)

1. *Ord. XXX, r. 2: Summons for Directions.*

In effect, upon every summons for directions, the Master now has the powers formerly possessed in "New Procedure" cases only. Nor are these exclusive: there is an undefined residue (para. (1)). Eight such powers are specified in para. (2)—based upon the old Ord. XXXVIIIA, r. 8, and amplified. He may (*a*) "make such order as may be just" with respect to discovery, inspection of documents and property, interrogatories, admissions of fact and documents; (*b*) make an order as to place and mode of trial; (*c*) subject to para. (3), order that any fact may be proved by affidavit, or that an affidavit may be read on terms at the trial, or that a witness whose attendance ought to be dispensed with be examined before a commissioner or examiner; (*d*) order that a particular fact be proved by statement on oath of information and belief, or by documents or entries, or copies or otherwise as directed; (*e*) limit the number of expert witnesses; (*f*) appoint a court expert, under Ord. XXXVIIA; (*g*) record the parties' consent, excluding or limiting right of appeal to Court of Appeal or to questions of law; (*h*) make "such order as may be just with respect to pleadings and particulars." Any order under this paragraph may be varied or revoked. By para. (3), where a party reasonably desires an available witness for cross-examination, that witness shall not give evidence by affidavit, but the expenses shall be specially reserved. Rule 7 is revoked.

2. *Order XXXII, r. 2: Challenge and Costs of Non-Admitted Documents.*

Written notice to admit documents, "saving all just exceptions," should be given not later than *nine days* before the day for which notice of trial has been given. If the other party "desires to challenge the authenticity" of the document, he must, *within six days* after service of the notice, give notice of non-admission and that he requires the document to be proved at the trial (para. (1)). By refusal or neglect to give notice of non-admission, within the prescribed time, the other party will be deemed to have admitted the document, unless otherwise ordered (para. (2)). Where a proper notice of non-admission has been given, and the document is proved at the trial, *the costs of proving the document must be paid by the challenger*, whatever the result of the case, unless, at the hearing, the judge certifies that the party had reasonable grounds for his challenge (para. (3)). Where a document is proved without the giving of the proper notice to admit, no costs of proving it will be allowed unless the taxing officer thinks that omission to give notice was a saving of expense (para. (4)).

3. *Order XXXVI, r. 1A: Estimating Length of Case; Date of Trial.*

The old rule which gave power to certify for and direct a speedy trial, and to dispense with notice of trial, was not extensively used. The new rule provides that, in the case of *every* action (except a "commercial cause"), directed to be tried in London in the King's Bench Division, the order (*a*) *must* contain an *estimate* of the length of the case; (*b*) *must* direct the case to be *set down for trial* within a specified period in one of *the four lists* of r. 29 or in the Short Cause List under Ord. XIV, r. 8 (B), having regard to the mode of trial, the estimated length, and (if it is a question between the Short Cause List and the Short Non-Jury List) the convenience of the witnesses; (*c*) *may* direct an application to the judge in charge of the list, after setting down, to fix a date for trial, if an early trial appears desirable (para. (1)). A case which does not appear to require a prolonged trial may be directed to be entered in the Short Cause List, although it is not a case in which leave to defend was given under Ord. XIV (para. (2)). If a case has been set down in a non-jury list and a jury is subsequently ordered, the order must contain directions for transference to the appropriate list and as to the date, to be in the discretion of the judge in charge of that list (para. (3)).

With r. 1A, the new r. 11A should be considered. Where an order under r. 1A has been made, no notice of trial is necessary. But if the plaintiff does not set the case down within the specified period, the defendant may set the case down or apply to have the action dismissed for want of prosecution. The court may dismiss the action or make such other order as seems just.

4. *Order* XXXVI, *r.* 29: *The Four Lists.*

Separate lists must be kept of King's Bench cases in London, called "the Special Jury List," the "Common Jury List," the "Long Non-Jury List," and the "Short Non-Jury List." In these lists cases are entered by order under r. 1A, according to mode of trial and estimated length (para. (1)). The lists will be kept by the Chief Associate (or other officers) under the direction of the Lord Chief Justice (para. (2)). The party setting a case down must deliver a copy of the order under r. 1A to the Chief Associate, who must fix *a day before which the case shall not be tried*, and the case shall, as far as possible, not be tried sooner (para. (3)). Any party, after notice to other parties, may apply to the officer to alter the date, and on refusal, to the judge in charge of the list, who may, on terms, fix a date for trial, or a date before which the case shall not be tried. An application to postpone a case in the week's list must be made to the judge in charge of the list (para. (4)). If an order is made under r. 1 or r. 1A (3) altering the mode or place of trial, the successful applicant should deliver a copy of the order to the officer in charge of the list, who must comply with its directions (para. (5)). Paragraph 6 is of great importance equally for litigants, solicitors and members of the Bar. All parties *must* furnish "*without delay*" to that officer "*all available information* relating to any settlement *or likelihood of settlement*" of the case, or "affecting the estimated length of the trial."

5. *Order* XXXVII, *r.* 1: *Evidence.*

The old r. 1 set forth specifically the method of evidence. The new rule is, in form, more succinct, but more extensive

in fact. In the absence of agreement *in writing* between the solicitors of *all* parties, witnesses should be examined *viva voce* and in open court. But the trial judge, besides his powers under Ord. XXXVIIA (appointment of court expert in *non-jury* cases), has powers conferred by the new Ord. XXX, r. 2 (2) (*a*), (*c*), (*d*), (*e*), (*g*), (*h*), subject to para. 3.

The powers contained in these new rules, if liberally interpreted and wisely administered, no less by Masters and judges in chambers than by the trial judge and the Court of Appeal, may well prove the beginning of greater elasticity in procedure, the saving of costs, and the diffusion of the benefit of a fixed date of trial among all litigants.

New Authority on the Solicitors Act, 1932.

THE recent decision of the Court of Appeal in *In re Two Solicitors* (1937), 81 SOL. J. 1000, has clarified the law on a number of hitherto doubtful points in connection with the practice under the Solicitors Act, 1932, and has removed some misconceptions as to the construction of that statute.

The facts briefly were that the appellant in an affidavit under s. 5 of the Solicitors Act, 1932, complained to the Disciplinary Committee of The Law Society concerning the alleged conduct of two solicitors who had been engaged in litigation on her behalf and against her respectively. The Disciplinary Committee, in the absence of the appellant and without hearing her, and in the absence of the two solicitors, decided that there was no case for the solicitors to answer, and dismissed the application.

On appeal to the Divisional Court under s. 8 of the Act, the appellant appeared in person. The Law Society was represented, having been served with a notice of appeal. The Divisional Court held, on the authority of *In re a Solicitor: ex parte Incorporated Law Society* [1903] 2 K.B. 857, a Court of Appeal decision, that the appellant could only appear by counsel, and on that ground they dismissed the appeal with costs in favour of The Law Society. The two solicitors concerned had not been served with notice of appeal.

The appellant then appealed to the Court of Appeal, and was there represented by counsel. After argument, reserved judgments were delivered on 22nd November, 1937. The following is a brief summary of the various conclusions reached by the Court of Appeal :—

(1) Rule 2 of the Disciplinary Rules under s. 6 (1) of the Solicitors Act, 1932, involves that both the applicant and the solicitor against whom the complaint is preferred should be present at the hearing of the application as to whether a *primâ facie* case has been made out to strike the name of a solicitor off the rolls or to require the solicitor to answer allegations contained in an affidavit under s. 5 (1) of the Act. Neither of them could ask for a formal order to be made dismissing the application, as they have a right to do under the rule, if they were not present at the making of the application. In other words, there must be a hearing. It is in any case contrary to natural justice to make an order without hearing the applicant (per Greer, L.J.).

(2) Rule 2 of the Disciplinary Rules is *ultra vires* in so far as it empowers the Disciplinary Committee to dismiss an application merely on the internal evidence of the affidavit of complaint, and without a hearing (per Scott, L.J., and Luxmoore, J.).

(3) *Re a Solicitor: ex parte Incorporated Law Society* [1903] 2 K.B. 205, following *Ex parte Pitt* (1834), 5 B. & Ald. 1077, deciding that an application to strike a solicitor's name off the rolls or to require him to answer allegations could only be made through counsel, has no application to the hearing of an appeal from an order of the Disciplinary Committee of The Law Society under s. 8 of the Solicitors Act, 1932, which gives a right of appeal against an order of the Committee. It applied only to the old practice under s. 13 of the Solicitors Act, 1888, under which the Committee reported to the High Court. In any case, it is a fundamental rule of justice that an appellant has a right to support her appeal in person.

(4) On an appeal under s. 8 of the Solicitors Act, 1932, the solicitors concerned must be served with notice of appeal by the appellant. Similarly, the converse follows, that an appellant solicitor must serve the applicant with notice of appeal.

(5) Lord Justice Scott was not prepared to concur with the decision in *In re a Solicitor* [1934] 2 K.B. 463, in so far as it held that the wording of s. 8 of the Solicitors Act, 1932, conferring the right of appeal was not so definite as to override the long-established principle that there can be no appeal by the prosecution against an acquittal on a criminal charge. "It (the decision) seems to me to give to the domestic tribunal a final and exclusive jurisdiction which was not intended by the Act."

(6) There can be no order from which an appeal lies under s. 8 where there is a refusal to hear. The appellant's remedy, if any, in such a case, is the subject-matter of mandamus, and not of appeal (per Luxmoore, J.).

(7) The only relief that the appellant could have obtained even if there had been an order would have been a direction to the Disciplinary Committee to fix a hearing and to hear her application (per Luxmoore, J.).

Conclusion (1) cannot be criticised. Section 6 (1) clearly provides that the application shall be heard by the Committee. Rule 2 of the Disciplinary Rules refers to the "hearing," and provides that "if required so to do by either the applicant or her solicitor, the Committee shall make a formal order dismissing such application." There must, therefore, be a hearing in order to enable the parties to ask for a formal order. This also supports the conclusion of Luxmoore, J., that no formal order could have been made, as there was no hearing, and there could therefore be no appeal, as s. 8 only gives the right of appeal where there is an order. It may be argued, however, that "a judgment is a decision obtained in an action, and every other decision is an order" (per Esher, M.R., in *Onslow* v. *Inland Revenue*, 25 Q.B.D. 465), and therefore, there was no need for a formal order in order to ground a right of appeal. In any case the Committee did actually draw up what purported to be an order.

Conclusion (2) seems difficult to justify. Rule (2) does not appear to give the Disciplinary Committee power to dispense with a hearing where no *primâ facie* case is made out. That certainly was given under the old procedure in express words in s. 13 of the Solicitors Act, 1888. Rule 3 of the Disciplinary Rules certainly seems to give such power by implication, and in so far as it does so it is *ultra vires*.

The third conclusion is clearly correct on a consideration of the old procedure before the reforms instituted by the Solicitors Act, 1919 (reproduced in the Solicitors Act, 1932) and the new procedure. The old procedure was for the Disciplinary Committee to report to the Divisional Court, and the decisions in *Ex parte Pitt* (above) and *In re a Solicitor* (1903) (above), were based on the assumption that this procedure was in the nature of a criminal information (per Lord Denman in *Ex parte Pitt*). There is authority, however, to distinguish disciplinary proceedings from those in the nature of a criminal information : *Re Hardwicke* (1888), 12 Q.B.D. 148 ; *Re Eade*, 25 Q.B.D. 228. The new procedure is clearly disciplinary.

With regard to Conclusion (4) there is nothing in the 1932 Act or the rules thereunder which requires the appellant to serve the solicitors concerned with notice of the hearing. Rule 3 of the Disciplinary Rules requires the Committee, if they decide that a *primâ facie* case is shown, to fix a day for

hearing (this must be *ultra vires* if it exempts the Committee from fixing a day for hearing in any other case). The clerk of the Committee must then serve notice on the applicant and on the solicitor, and also must serve on the solicitor a copy of the application and of the affidavit. The notice must be not less than a twenty-one days' notice.

The Disciplinary (Appeal) Rules require the notice of motion on appeal to be served on every party directly affected by the appeal. Presumably that notice should be served by the appellant, but the rule does not say so. The Court of Appeal has now held (Finding (4)) that the appellant must serve the notice of motion on the solicitors concerned.

With regard to Conclusion (5), *Re a Solicitor* [1934] 2 K.B. 463, is obviously contrary to the plain words of s. 8 of the Solicitors Act, 1932, and cannot now be regarded as a sound authority.

Mr. Justice Luxmoore found (Finding (7)) that the only relief which the Court of Appeal could give was a direction to the Disciplinary Committee to fix a hearing and hear her application. Rule 8 of the Disciplinary (Appeal) Rules provides that every appeal shall be by way of a rehearing, and rr. 7 and 16 of Ord. 59 of the Supreme Court Rules applies, i.e., the court can amend the grounds of appeal or make any order necessary to ensure the real determination of the questions in controversy. Thus, it would appear that the powers of the Court of Appeal are only restricted by the object of deciding the matters in controversy and are not limited as stated by Luxmoore, J., unless the fact that there was no hearing prevents there being a "rehearing."

The true importance of this new authority is that it shows clearly many of the implications of the new procedure for complaints to The Law Society's Disciplinary Committee instituted by the Solicitors Act, 1919, and re-enacted by the Solicitors Act, 1932. The object of this new procedure was to make The Law Society, as the courts have previously held, "master in its own house." The decision must be taken impliedly to overrule the authority of *Reg.* v. *Incorporated Law Society* [1895] 2 Q.B. 456, and [1896] 1 Q.B. 327, which decided that the Committee need not give a hearing where no *primâ facie* case is made out. This was so held on the plain words of s. 13 of the Solicitors Act, 1888, words which are now omitted from the corresponding s. 5 of the 1932 Act. The new decision is one of far-reaching importance to solicitors and deserves most careful study.

Company Law and Practice.

Allotment Letters.

I PROPOSE to consider this week a few of the questions which may arise out of the issue by a company of allotment letters. The relationship between the company and the persons to whom allotment letters are sent is, broadly speaking, regulated by the general rules of the law of contract which deal with offer and acceptance. The first step which is taken by either party is the publication by the company of a prospectus, but this does not constitute the offer for the purposes of the contract which is to be entered into between the company and the proposing purchaser of shares. The offer is made by the proposing purchaser, who makes an application on the terms of the prospectus, and his offer is accepted when the company issues an allotment letter. At this point there is a completed contract between the parties so long as the allotment letter—i.e., the acceptance—does not seek to introduce any new term not included in the application, i.e., the offer. This is in accordance with the well-known doctrine expounded in *Hussey* v. *Horne-Payne*, 8 Ch. D. 670, that where a purported acceptance introduces a fresh term it is in effect not an acceptance at all, but a counter-offer. This case is so well known that I do not need to linger over its details, but I turn at once to considerations which apply more particularly to the acceptance of an offer to take shares. It is important to observe that the offer, as I have already pointed out, is made on the terms of the prospectus previously published by the company, and it follows, therefore, that the terms which must not be altered or added to by the allotment letter, are the terms of the prospectus. There have been a number of cases in which ignorance or disregard of this rule of law has resulted in failure properly to enter into a contract. A few examples will suffice. In an old case of *Duke* v. *Andrews*, 2 Ex. 290, a letter of allotment was despatched, marked, "non transferable." The addition of these words was held to amount to the inclusion of a new term, and a claim by the allottee to repudiate the shares was upheld on the ground that no completed contract had been made. Similarly, the appearance in the allotment letter of a condition which was not contained in the prospectus is sufficient to prevent the allotment letter from being a proper acceptance. In *In re Leeds Banking Company*, 1 Eq. 225, the company, by a circular sent to its existing shareholders, announced its intention to issue unissued shares in the proportion of one new share for every five shares already held. The shares were to be paid for on a certain day and members were also invited to state whether they would like to have any further shares if any remained over. A was the holder of twenty shares and was, therefore, entitled in the first place to four new shares which he offered to take, adding at the same time that he wished to have additional shares if available. In reply the company stated that he would be allotted a total of eight shares, and it was further stated that the shares would be forfeited if not paid for on the day fixed for payment. The original circular had made no mention of forfeiture. Now it must be observed that this is not a case of a prospectus but of an offer by the company of certain shares. As regards the first four shares offered in respect of A's holding of twenty shares, the circular was an offer which was accepted by A's answer to that circular. There was, therefore, a binding contract to allot and take up these four. As regards the other four, however, there was no offer in the circular and the offer was made by A in his reply in which he stated that he would like to share in the additional shares available. It was when the company purported to accept this offer made by A that it introduced the new condition as to forfeiture with the result that these shares never became the subject-matter of a binding contract. The converse of this case—that is to say, an unconditional acceptance of a conditional offer as opposed to a conditional acceptance of an unconditional offer—is illustrated by *Ex parte Wood, Sunken Vessels Recovery Company*, 2 De G. and J. 65. Again there is no contract binding on the parties but merely a counter offer by the purporting acceptor. Examples can be multiplied almost indefinitely. As examples of a slightly different kind it will be enough to refer to *Re National Standard Life Assurance Company*, 27 T.L.R. 271, and *Pellatt's Case*, 2 Ch. 527. In the former case a number of shares in a company were to be allotted to a vendor under an agreement or to his nominees. The shares were, in fact, allotted to the vendor before he had an opportunity of designating any nominees or of saying whether he wanted to avail himself of his power of nomination. It was accordingly held that the allotment was bad. *Pellatt's Case, supra*, is a case where an illegal condition was introduced as a term of the contract, with the result that it was held that there was no contract. A similar decision is to be found in the Scotch case of *National House Property Company* v. *Watson* [1908] S.C. 888.

It will readily be seen from the foregoing that the preparation and issue of allotment letters is a matter to which considerable care should be devoted. The necessity for providing that the terms of the allotment letter should not conflict with or vary from those contained in the prospectus and application form is, no doubt, to a certain extent, responsible for the

practice of circulating printed and half-filled in application forms, but this does not obviate all possible pit-falls, and one detail which leaps to the mind is the number of the shares applied for and allotted. It is important to provide in the application for an allotment of the number of shares applied for or for any lesser number. If this is not done a lesser number cannot properly be allotted, and this will probably cause considerable confusion, delay and expense, since in practice it is often impossible to allot the full amount applied for.

The offer constituted by the application can be withdrawn at any time until actually accepted. In most cases the law applicable to contracts by post will apply. The applicant is deemed to have agreed to acceptance by post and the posting of the allotment letter becomes the crucial moment at which such acceptance is deemed to have been communicated to the applicant. If the letter is lost in the post or for any other reason does not reach its destination, there is nevertheless a binding contract from the moment when it was put into the post. On the other hand, there is no binding contract if the offer is withdrawn before that moment to the knowledge of the company, and it is immaterial whether that knowledge is obtained from the applicant himself or from some other entirely independent source.

I now pass to another matter connected with allotment letters which is very commonly to be met with in practice —the practice which enables a person who is entitled to an allotment to renounce his right in favour of some other named person. This is effected by sending with the allotment letter a letter of renunciation on which the original allottee can indicate his decision not to take up the shares and his wish that they should be allotted to someone else whom he names. The someone else at the same time himself signs a letter accepting the shares. In this way letters of allotment can be dealt in and the shares comprised in them disposed of before the share certificates are issued. They are not, however, strictly speaking, negotiable instruments, and a person signing a letter of acceptance (who is in much the same position as a transferee in the ordinary case of a transfer of shares) cannot get a better title than the person who renounces in his favour. The process must be distinguished from the ordinary transfer of shares, though in effect it amounts to the same thing. No *ad valorem* stamp duty is attracted, the "transferor's" name will not appear on the register of members and the "transfer" is not subject to any provisions in the articles restricting transfers. So far as the "transferor" is concerned, he disappears altogether. What has happened is that he has been authorised by the company to transfer the rights he has acquired by virtue of his application and the company's letter of allotment. He has then transferred his rights to the "transferee" who becomes the person entitled to the shares and entitled to be put on the register of members. Moreover, the directors cannot refuse to register him on the strength of an article empowering them to refuse to register any transfer of shares of which they do not approve. In *Re Pool Shipping Company Limited* [1920] 1 Ch. 251, a company which had such a provision in its articles proceeded to make a bonus distribution of shares to its members. The allotment letters were accompanied by letters of renunciation and letters of acceptance for the purposes which I have described. A member renounced his shares in favour of C, who accepted and applied for the allotment to himself of the shares. This the directors refused to do. It was held, however, that the case was not one which was governed by the article relating to transfers and that C was entitled to have his name placed on the register. A distinction must apparently be drawn between the transfer of shares belonging to a registered holder and the substitution of one person for another in respect of shares not yet registered in anybody's name.

Mr. Charles James Stewart, retired solicitor, of Radnor Place, W., left £25,095, with net personalty £24,902.

A Conveyancer's Diary.

A CASE of interest and of importance where there is a contract for sale and the purchase price is to be paid by instalments is *Munsen* v. *Van Dieman's Land Co.* (1938), 82 SOL. J. 35.

Purchase Money Payable by Instalments. Default in keeping up Payments. Forfeiture of past Payments.

In 1927 the plaintiff entered into a contract with the defendant company for the purchase by him of certain lands in Tasmania for £321,000, of which £4,000 was paid on the execution of the contract. Payment of the balance was to be by certain specified instalments over a period of five years, the first payment falling due six months after the agreement had been confirmed by the shareholders of the company, and the next two years later. It was agreed (cl. 6) that when these two payments had been made part of the land sold known as Surry Hills block and the South Birnie site (the value of which was specified in the schedule to the contract to be £99,300) should be conveyed to the purchaser, and that the purchaser should be put into possession of the remainder of the land. It was further provided (cl. 12) that if the purchaser made default in payment of any of the other instalments, the company might "subject to and without affecting in any wise the sale and the conveyance or the right thereto under clause 6 hereof by notice in writing . . . rescind this agreement and may either enter into possession of any lands . . . remaining unsold and thereupon all moneys already paid by the purchaser shall be absolutely forfeited to the company and the contract shall subject as aforesaid thereupon become absolutely null and void or may subject as aforesaid re-sell the same . . . and in such case any deficiency in price (after giving credit for all sums paid by the purchaser . . . as part payment of the sum of £321,000) which may result on such re-sale . . . shall be made good by the purchaser and shall be recoverable as liquidated damages by the land company and any surplus arising from such re-sale and realisation shall belong to the purchaser. And for the purpose of this clause time is of the essence of the contract."

The first instalment became due in May, 1928, and the next payment in May, 1930. The plaintiff paid sums bringing his total payments to £139,500, and the land mentioned in cl. 6 were conveyed to him. The position thus was that the plaintiff had paid £40,200 more than the agreed value of the lands which had been conveyed to him. The company, however, retained temporary possession of the rest of the land in consideration of consenting to postponement of the payment of part of the further instalments which fell due.

The plaintiff was unable to continue the payment of the further instalments, and in May, 1931, the company refusing to extend the time for such payments, gave notice to the purchaser that they rescinded the contract and elected to enter into possession of the lands of which they were already in temporary possession. Thereafter the company continued in possession of these lands and also retained the moneys which had been paid to them.

In the action the plaintiff claimed a declaration that he was entitled to repayment of £40,200, being the amount which he had paid in excess of the agreed value of the lands which had been conveyed to him. Alternatively, the plaintiff claimed £40,200 as money had and received by the company to his use.

It was contended for the plaintiff that the provision for forfeiture of the instalments already paid was in the nature of a penalty and reliance was placed upon the decision of the Privy Council in *Studman* v. *Dinkle* [1916] A.C. 275. In that case the facts were that by an agreement in writing, dated in 1909, land in the Province of Saskatchewan was sold for 16,000 dollars of which 1,000 dollars was paid on the signing of the agreement and the balance was payable by six

annual instalments. The agreement provided that if the purchaser should make default in any of the payments, the vendor should be at liberty to cancel the agreement and to retain as liquidated damages, the payments already made, and that time was to be considered as of the essence of the agreement.

The first deferred payment which fell due on 1st December, 1910, was not paid, and the vendor gave notice cancelling the agreement. The purchaser thereupon, on 21st December, tendered the amount due, but the vendor refused to receive it and a further formal tender was made a few days later and again rejected. The purchaser then brought an action claiming specific performance and relief from forfeiture under the terms of the agreement.

It was held on appeal that the parties having made time of the essence of the contract specific performance could not be decreed, but that the forfeiture of the money paid was a penalty from which relief should be granted upon proper terms.

It might be thought that this decision covered the case of *Munsen* v. *Van Dieman's Land Co.*, but Farwell, J., distinguished it on the ground that in the former case the purchaser was willing to complete the contract and in fact tendered the instalment due so that the forfeiture of the instalments already paid was necessarily a penalty against which the court would relieve, whilst in the latter case, the purchaser was not able and willing to complete the contract.

In giving judgment for the defendant company in the instant case, the learned judge pointed out that the basis of the equitable doctrine relied upon by the plaintiff was that it was against conscience for the money to be retained, and that, unless the court was satisfied that there was something unconscionable in what the defendant company sought to do, there was no jurisdiction to grant relief. His lordship said: "It is no ground for granting relief to a person from the effect of a contract which he has himself made to say that he had, through no fault of the defendant, found himself in difficulties or that the bargain might not turn out good from his point of view. When the contract was entered into both parties must have realised and intended the effect to be that if the plaintiff for any reason found himself in the position in which he was in 1931, he would lose the money he had already paid . . . Apart from cases where it has been held that a plaintiff was entitled to specific performance after there has been some breach by him of its terms, on the ground that he was then ready and willing to carry out its terms, the court has not relieved from a penalty in the case of a sale of land where there was an express stipulation in the contract that the money was to be retained by the vendor in the event of a purchaser failing to complete the contract."

It seems, therefore, that in such cases where there is an agreement for payment of the purchase price by instalments and there is a stipulation for forfeiture of payments already made if the purchaser fails to continue the instalments, there will not be any relief from such forfeiture unless the purchaser is able and willing to complete.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The Birmingham Law Students' Society this year celebrates its centenary. The first function which has been arranged in honour of the occasion is a centenary ball to be held at the Grosvenor Rooms, Grand Hotel, Birmingham, on Thursday, 3rd February. There will be a centenary mock trial in the first week in April and a centenary dinner early in December next.

The Students' Society has been honoured for the second year in succession by the Master of the Rolls, Sir Wilfrid Greene, accepting the office of President.

If any members of the legal profession are interested in the functions in honour of the centenary and would care to attend will they please communicate with the Secretary of the Birmingham Law Students' Society, 8 Temple Street, Birmingham.

Landlord and Tenant Notebook.

Assignee's Liability for Costs of Action against Assignor.

THE grantee of a lease who assigns his interest remains liable on the covenants, but is entitled, even in the absence of a covenant to that effect, to be indemnified by the assignee if called upon to perform them. This is well established; nevertheless, it is not always easy for an assignor to decide at what stage he should approach his indemnifier, or to what extent he is to be guided by the latter's reactions.

An instructive case, though it arose out of what was held to be a covenant of indemnity by a sub-tenant, and though the instruction is contained in *obiter dicta*, is *Hornby* v. *Cardwell; Hanbury, Third Party* (1881), 8 Q.B.D. 329, C.A. The plaintiff was the head landlord of premises let to the defendant under a repairing lease, and the third party was the sub-tenant whose agreement said that the letting should be subject in all respects to the terms of the existing lease and the covenants and stipulations contained therein. Head and mesne term having expired, the plaintiff made a claim for dilapidations against the defendant. The defendant applied to the third party, asking for either the amount claimed or an undertaking to indemnify; the third party refused both requests. The action was then brought against the defendant, who brought in the third party; the latter entered an appearance, but did not attend the trial. Issues of fact were referred; the referee assessed damages and found that the dilapidations had all occurred during the sub-tenancy. The defendant claimed the amount of the damages and the costs of defending his action against the third party; the latter demurred to the claim for costs, and the demurrer was upheld at first instance, but overruled by a Divisional Court. On appeal, Jessel, M.R., treated the question as one of jurisdiction only; having held that the Judicature Act, 1873, made a third party a "party," and pointed out that Ord. LV gave the court discretion in the matter of costs, he concluded that there was no right of appeal, and "if those discretionary powers should be wrongly exercised, it is a misfortune for the third party, that is all." But the less laconic Brett, L.J., had "much satisfaction in holding that the judgment can be affirmed also on the ground that these costs were recoverable as damages," and expounded and enlarged upon his ruling in this way: (1) The landlord could not sue the sub-tenant, owing to absence of privity; (2) the mesne tenant, whom the landlord could and did sue, was entitled to indemnity from the sub-tenant by virtue of the agreement (cited above); (3) but as to the *extent* to which this indemnity took effect, it only extends to the costs of an action *reasonably defended*.

The qualification italicised is, of course, of the utmost importance. In the case before him, Brett, L.J., went on to examine the facts and the dilemma with which the defendant had been faced. "When he was told that he might do as he chose, what was he to do? Was he to submit, and run the risk of the third party saying that he had paid too much? I think that in this case there was evidence on which the court could find that the defendant acted reasonably, and could therefore recover these costs as damages."

Cotton, L.J., contented himself with saying that he in no way dissented from this part of the judgment of Brett, L.J.

For an instance of unreasonable conduct on the part of a party entitled to indemnity, one can refer to an Irish authority, *Beattie* v. *Quirey* (1876), 10 I.R.C.L. 516. This was an action by the assignor of a 996-year lease against his assignee, who had expressly covenanted "to perform all the covenants by [the plaintiff] contained in the said lease and to keep [the plaintiff] indemnified against all actions, etc., on account of the breach of the said covenants or any of them." Soon after the assignment, part of the property was burned down, and the plaintiff, sued by the lessor on a covenant to repair, brought the action against the assignee

before the hearing of the action against himself and without having paid anything to the lessor. The line he took was that he was suing for disrepair, and the measure of the damages was the cost of rebuilding. The court, however, chose to examine the position of the defendant more closely than the plaintiff had examined it. The defendant, it was pointed out, became subject to two liabilities when the fire had occurred; he was liable to the lessor under the lease, to the plaintiff under the deed of assignment. Suppose damages were awarded to the plaintiff, and were paid, there was nothing to compel him to spend the money on rebuilding, while the defendant would remain liable to the lessor. Thus, the measure differed from that applicable in cases in which a reversioner was covenantee, and the correct award was nominal damages.

There is a fairly strong contrast between the courses of conduct pursued by the two persons respectively entitled to indemnity in the above cases. In the one, patience had its reward; in the other, the folly of crying out before being hurt was demonstrated.

If patience be the correct attitude, there remains the difficulty of deciding how much, for, in the judgment of Brett, L.J., cited above, the costs recoverable as damages were held to be those of a "reasonably defended" action. From the context, it would appear that this would mean an action which it was reasonable that the party entitled to indemnity should defend at all; there is as yet no authority to show that to qualify for an award of all costs as damages, the first action must be defended in a reasonable way. But a different type of difficulty has been illustrated by *Murrell* v. *Fysh* (1883), Cab. & Ell. 80. The plaintiffs in that case had agreed to assign a lease to the defendant, who covenanted to observe and perform all covenants and keep indemnified the vendors from and against the observance and performance of the said covenant, and all actions and claims on account thereof. Ultimately the assignment was made to a nominee, and when a claim was made by the lessor against the plaintiffs in respect of disrepair, before and since the contract with the defendant, the plaintiffs gave notice to the defendant. The defendant's attitude was one of indifference; the lessor then brought his action for £185 and recovered £35 damages and £210 0s. 3d. costs, and the plaintiffs now sued for that portion of the award which represented dilapidations which had occurred during the period covered by the purchaser's covenant and for the costs they had had to pay. The defendant objected that he had never directed the vendors to defend, but it was held that the costs were incurred as an approximate result of the defendant's breach of contract; if the plaintiffs had paid up without being sued, they might have paid too much. But it was also held that the whole of the costs could not be attributed to this breach, the claim having included disrepair before the covenant operated, and, in the absence of materials on which to base a more accurate estimate, Watkin Williams, J., awarded the plaintiffs two-thirds of the costs awarded against them.

Two other cases, with contrasting results, are worth noting as showing what costs can be recovered as damages. In *Howard* v. *Lovegrove* (1870), L.R. 6 Ex. 43, the plaintiff received notice from his ex-landlord of a claim for dilapidations, and of the claimant's intention to sue him. The plaintiff had long since assigned to the defendant, whom he informed of the notice, suggesting that he (the defendant) should come in and defend. The defendant did not, and the plaintiff then paid in £30, which the landlord accepted. He claimed this amount and his costs from the defendant; and the amount of costs he claimed was not only the taxed costs which he had been ordered to pay the landlord, but also what he had paid his own solicitor. It was held that he was entitled to all he claimed, for he had done nothing unnecessary, and his liability was all due to the defendant's breach of contract.

The contrasting case is *Smith* v. *Howell* (1851), 6 Ex. 730, which, incidentally, contains a useful statement of principle by Pollock, C.B. The facts showed two assignments of a term, each containing a covenant for indemnity. An action was brought against the original grantee for breaches of the covenants to repair and to pay rent, and the landlord recovered £297 16s. 6d. The grantee then sued the first assignee, the plaintiff in the action now brought. He defended it; £362 16s. 6d. was awarded against him, and he now sought to recover that amount, which included £102 16s. 6d. costs, from the second assignee. But, as was pointed out, there was no need for him to have defended, for the amount had been ascertained in the first trial, so the costs were not reasonably incurred. Pollock, C.B. said, however: "No doubt, if the person indemnified, not knowing what course is the best to adopt, wishes to place himself entirely in the hands of the person who indemnifies him, and says to him 'I will take any course you may be pleased to suggest,' at the same time describing his own view of the course he thinks best, and the other party refuses to say anything upon the matter, or to give him any advice, that party might be held responsible for the result of the proceedings so adopted," but in this case the liability had been fully ascertained. While Alderson, B., observed: "It is said that J.G. [the grantee] ought to have paid money into Court. Undoubtedly he might have done so; but then the parties would in effect have been laying a wager on the sufficiency of the amount paid in."

Our County Court Letter.

THE REMUNERATION OF ARCHITECTS.

In *Parkinson* v. *Harvey*, recently heard at Cambridge County Court, the claim was for £15 15s. for professional services as an architect. The plaintiff's case was that in April, 1936, he was instructed to prepare plans for a factory and had mentioned fifteen guineas as the fee for a survey and the preparation of plans therefrom. An estimate for the supply of steel was also made by manufacturers from the plans prepared by the plaintiff. An account had been rendered in August and October, 1936, also in February and May, 1937, but no reply had been received. The defendant's case was that he had given the plaintiff work in surveying houses worth £60,000, and the agreed fee for the plans was £5. The plans had not formed the basis of any factory, as the borough council bought the land themselves. His Honour Judge Lawson Campbell gave judgment for the plaintiff with costs.

In *Blunt* v. *Wootton*, at Banbury County Court, the claim was for £37 16s. for professional services rendered in the designing and supervision of the erection of eight houses. The plaintiff's case was that the original fee was £95, but there had been other incidental expenses. The defendant had paid £63, leaving the amount claimed as the balance due. The final certificate had not been issued, owing to a dispute with the builder about defective ceiling work. This had fallen because goat hair and not cow hair was used in mixing the plaster. The defence was that the latter circumstance was due to the plaintiff's negligence in not supervising the work, which had also been delayed by the plaintiff's non-attendance at the site. The fee of £95 was agreed for twelve houses, and the £63 paid for eight houses closed the account. His Honour Judge Cotes Preedy, K.C., observed that there was some doubt whether the original fee was 90 guineas or £95. Taking it at £90, the plaintiff was entitled to judgment for £33 6s. and costs.

INJURY TO CHILD FROM FALLING GATE.

In a recent case at Stafford County Court (*Smith* v. *Jackson*), the plaintiff was a girl, aged six years, who had been in a party of children out for a walk on Sunday, the 2nd August. The plaintiff's case was that another girl had entered the defendant's field to pick some clover, and had opened a gate,

which (by reason or its defective condition) fell outwards into the lane and upon the plaintiff, whose leg was broken. There was a conflict of evidence as to how the accident happened, as the defendant's case was that the gate (except for the hinges) was in sound condition, and was so wedged into position that it could not possibly have fallen outwards. It was contended that the accident happened in consequence of the plaintiff climbing through the gate, and that it fell inwards—the plaintiff having been found lying about a yard inside the field. Photographs of the gate were produced in support of this contention, and the defendant stated that he had never given the children permission to play in the field. His Honour Judge Ruegg, K.C., held that the gate had fallen inwards and not outwards. Judgment was given for the defendant, with costs.

THE REMUNERATION OF WELL-SINKERS.

In *Brown* v. *Spilsbury*, recently heard at Worcester County Court, the claim was for £11 5s. for work done in repairing a well and pump. The plaintiff's case was that, on the first day, he and his assistant both worked for eight hours, and on the second day he went down 50 feet, but was overcome by gas. Work was therefore suspended while a gas mask was sought, but the plaintiff then discovered that the gas could be removed by fire buckets. This method was successfully tried on the third day, and the necessary work was carried out. The valve was found to be in a bad state, and the charge was based on 2s. 6d. an hour. Expert evidence was given for the defence that the work could have been done for £4 10s., and gas was easily dispersed by lime or fire. His Honour Judge Roope Reeve, K.C., observed that time was spent on the work owing to the plaintiff not knowing how to cope with the gas when he first discovered it. The time spent in finding the remedy could not be charged for, and the plaintiff was only entitled to three-fifths of the amount claimed. Judgment was given for £6 9s., plus 10s. out-of-pocket payments for haulage, i.e, a total of £6 19s., with costs. It transpired that the defendant had paid £5 into court in satisfaction of the claim.

Books Received.

Palmer's Company Precedents. Part I, General Forms. Fifteenth Edition, 1938. By Alfred F. Topham, LL.M., Bencher of Lincoln's Inn, one of His Majesty's Counsel, and A. M. R. Topham, B.A., of Lincoln's Inn, Barrister-at-Law. Royal 8vo. pp. clvi and (with Index) 1632. London: Stevens & Sons, Ltd. £3 15s. net.

Prideaux's Forms and Precedents in Conveyancing. Twenty-third Edition, 1937. By Ranald Martin Cunliffe Munro, B.A., and Sir Lancelot Henry Elphinstone, M.A., formerly Chief Justice of the Federated Malay States, both of Lincoln's Inn, Barristers-at-Law. Vol. III. pp. cxii and (with Index) 1167. London: Stevens & Sons, Ltd.; The Solicitors' Law Stationery Society, Ltd. Three volumes, £3 3s. net.

The Complete Law of Housing. By H. A. Hill, B.A., of Gray's Inn, Barrister-at-Law, and A. W. Nicholls, M.A., B.Litt., of Gray's Inn, Barrister-at-Law. Third Edition, 1938. Royal 8vo. pp. xl and 719 (Index, 44). London: Butterworth & Co. (Publishers), Ltd. 30s. net.

Paterson's Licensing Acts, with Forms. Forty-eighth Edition. 1938. By Sir John Pedder, K.B.E., C.B., and E. J. Hayward, O.B.E., Clerk to the Justices for the City of Cardiff. Crown 8vo. pp. cxxii and 1435 (Index, 174). London: Butterworth & Co. (Publishers), Ltd.; Shaw and Sons, Ltd. 22s. 6d. net. Thin Edition, 3s. 6d. extra.

To-day and Yesterday.

Legal Calendar.

10 January.—On the 10th January, 1871, a young barrister named Arthur Lamb appeared in the dock at the Old Bailey on a charge of stealing several important text-books from the library of Lincoln's Inn and selling some of them to a City bookseller. His story was that those found at his chambers he had innocently bought from a stranger who described himself as a solicitor retiring from practice. He denied having sold any to the bookseller and called a crowd of witnesses headed by Archbishop Manning to testify to his good character.

11 January.—The circumstantial evidence, however, was too strong for him and despite the energetic defence of the future Lord Halsbury who urged the improbability of his jeopardising his career for £6 10s., the price paid for the books sold, he was convicted. After he had protested his innocence the Recorder addressed him in impressive terms, observing how painful it was to pass sentence on a member of his profession and reminding him that his position in the world aggravated his offence. He was condemned to nine months' hard labour.

12 January.—On the 12th January, 1827, there was a dramatic scene at the Old Bailey. A man named Pearce was found guilty of stealing a trunk, but recommended to mercy on account of his good character. "Two months ago I was happy and comfortable, but——" he exclaimed. Then turning round with the sentence unfinished he made for the door of the dock, but just as he reached it raised his arm and stabbed himself in the right side with a knife concealed in his coat sleeve. He did not die, but it was three months before he could appear to receive sentence of death for his attempted suicide.

13 January.—The measure of former sentences may be judged from the opinion of the judges in the High Court of Justiciary at Edinburgh in the case of Ronald Gordon, secretary to the Exchange Bank of Scotland, who had defrauded it of £2,353. The Lord Justice Clerk on the 13th January, 1847, said that he and his brethren had considerable doubts whether the severe sentence they were about to pronounce was not less than the weight of the crime deserved and whether it was not inadequate to act as a necessary warning. The sentence was fifteen years' transportation.

14 January.—In the case of *M'Kenzie* v. *M'Leod*, 4 M. & Scott 249, decided on the 14th January, 1834, one may learn how not to clean a chimney. The plaintiff was the owner of a house who sought to recover from his tenant compensation for its destruction by fire. The defendant had had a maidservant with peculiar ideas about chimney cleaning, for when the one in the housekeeper's room started to smoke she had pushed into it a quantity of furze and straw to which she set fire. No doubt the chimney never smoked again, for the house was burnt down. The court, however, held that the tenant was not liable to pay for the results of his servant's work of supererogation.

15 January.—On the 15th January, 1778, the Lords of Session in Edinburgh, by a majority of ten to four, delivered a momentous decision. A Scottish gentleman, having bought a negro slave boy in Jamaica, had brought him home and kept him several years as his personal servant. At last the slave asserted his freedom and the judges now decided that the dominion assumed over him was unjust and could not be supported to any extent, so that the master had no right to his service. This was the first general decision on the point, going further even than Lord Mansfield's great judgment in the case of the negro Somerset a few years earlier.

16 JANUARY.—On the 16th January, 1787, Leonard MacNally, barrister, poet and political informer, married the "Sweet Lass of Richmond Hill."

THE WEEK'S PERSONALITY.

Few of those who have felt the haunting charm of the song in praise of the "Sweet Lass of Richmond Hill" know of the extraordinary man whose love it has immortalised. The girl was Frances Janson, daughter of a wealthy attorney of Bedford Row, in London, and Hill House, Richmond, in Yorkshire. The poet lover whose wife she became was Leonard MacNally, a handsome eloquent Irishman of ten years' standing at the Irish Bar and five at the English. Never was there such a bundle of contradictions as he. Early in his career he became identified with the Irish revolutionaries and he was not afraid to enter the field as a duellist on their behalf. His courage could not be doubted, for he was more than once wounded, and during the Gordon riots he saved the life of Lord Thurlow's brother from the mob. In court his defences of the Irish insurgents charged with treason were eloquent and moving, yet whilst he was to all appearances hand in glove with them he was secretly betraying them to the Government. No one knows when his treachery began, but it is certain that he constantly held briefs for the very men he had sold to the Crown lawyers. With amazing skill and daring he played his dual part for more than twenty years, and in his lifetime was never suspected.

LUXURY AT JUDGES' LODGINGS.

The clothes brush at the judges' lodging at Aylesbury came into the news recently, when it was discovered that after no less than forty-one years of this distinguished service it was virtually bald of bristles. Accordingly, it was arranged that the County Hall Committee should meet to consider buying a new one. The accommodation for His Majesty's judges varies as widely as the assize towns. A couple of years ago, Mr. Justice MacKinnon (as he then was) made a spirited protest against quarters at Taunton which represented "the vilest achievement of Victorian architecture." At Liverpool, Macnaghten and Atkinson, JJ., pleaded for softer pillows. At Maidstone, Avory, J., secured a speedy change in an "aggressive" dining room wallpaper. At another assize town, his faithful clerk discreetly concealed from him the fact that he had discovered the premises destined for his reception so neglected that in broad daylight battalions of cockroaches swarmed over the floor, walls and tables of the kitchen. The place was made habitable only just in time, and the clerk's silence saved the neglectful High Sheriff from a heavy fine.

CHANCERY LANE.

A recent correspondence in one of the daily papers revealed the fact that some Londoners, even though unharassed by suits at law, have an inexplicable dislike for Chancery Lane as a street. Shorn, indeed, of much of its charm since Serjeants' Inn was sacked by its last unworthy members and Clifford's Inn gave place to one of London's most injudicious hidiosities, the roots of its development yet go deep into the reign of Henry III. With Gray's Inn in the north, and its southern prospect made perfect by the ancient houses of the Temple gate, with Lincoln's Inn running nearly half its length and affording through Lovell's gracious gateway a glimpse of untroubled quiet, it is strange that this greatest of legal thoroughfares can be found dull by any waking mind, even if the robe shop, the stationers, the booksellers, armourers of the legal warfare, never caught the inquiring eye, and the memory of the pain and triumph, truth and chicanery, learning and ignorance that have passed up and down it never stirred the mind. That stream still flows undiminished, for still in the legal world there is only one "Lane." That Lane is the very artery of the law.

Notes of Cases.

Court of Appeal.

De Stempel *v.* Dunkels.

Greer, Slesser and Scott, L.JJ.
20th December, 1937.

LIBEL AND SLANDER—PLAINTIFF EMPLOYED BY DIAMOND MERCHANT—STATEMENT MADE TO EMPLOYER—ALLEGATION THAT HE WAS A JEW HATER—WHETHER SLANDER RELATING TO HIS EMPLOYMENT—TERMS OF EMPLOYMENT—WHETHER WRONGFUL DISMISSAL PROCURED.

Appeal from a decision of Swift, J.

In 1928 the plaintiff, a Russian emigré, married the step-daughter of the defendant, a wealthy and influential director of the Diamond Corporation which controlled 85 per cent. of the world's diamond output. The defendant obtained him a position in the firm controlled by one of his cousins, a diamond broker. The diamond business was largely with and dependent on Jews. His employment began with a written agreement dated the 2nd January, 1928, for one year. By cl. 2 the intention was expressed that the agreement should be renewed for a further period if mutually satisfactory terms could be arranged. After 1928 the parties went on working together not for a fixed period but indefinitely, without anything being said as to the terms on which the contract could be determined. The plaintiff's remuneration was at first 15 per cent., and later 20 per cent., of the annual profits of the business. This varied in amount up to £2,000. In 1932 he separated from his wife, and in this action he alleged that the defendant had from August, 1933, persistently tried to persuade his employer to dismiss him. The plaintiff was dismissed on the 19th November, 1935, his employer telling him that as from the end of the year their association must terminate. He refused an offer of £1,500 compensation in return for a signed statement that he had no grievance. In this action he claimed: (1) damages for alleged slander, complaining that the defendant had said to his employer (A) "Victor is a Jew hater"; and (B) "Victor must never enter my premises again. This will ease things for you. As Victor is no longer allowed to assist you at the Diamond Corporation, he is worth much less to you. You can kick him out or reduce his salary to £500, because any clerk receiving less than £500 could do his work"; (2) damages for maliciously inducing his dismissal. The jury found that the words were defamatory and actionable as referring to the plaintiff in his business, but that special damage had not flowed from them (i.e. the employer had not as a reasonable and probable consequence of hearing them dismissed the plaintiff). They also found that the defendant was actuated by malice and that the plaintiff was not a Jew hater. They further found that the defendant maliciously and wrongfully induced the plaintiff's employer to commit a breach of contract with him. Swift, J., entered judgment for the defendant on the issue as to slander, holding that the statements did not relate to the plaintiff in his office, but entered judgment for the plaintiff for £6,000 damages on the issue whether the defendant had maliciously induced his dismissal, holding that there was evidence on which the jury could find in his favour. The plaintiff appealed and the defendant cross-appealed.

GREER, L.J., in giving judgment, said that the first words complained of were capable of a defamatory meaning, and related to the plaintiff in his business or occupation. If they had been spoken to a person other than his employer it might have been said that they had no relation to his employment, but as they were said with the object of inducing his employer to cease to employ him, they did relate to his occupation. In *Jones* v. *Jones* [1916] 2 A.C. 481, the words were not spoken to the employer and that made all the difference. The judge was, therefore, wrong in holding that the words were not actionable in the absence of proof of special damage.

With regard to the second alleged slander, the other members of the court thought that the words used were, in the circumstances, not capable of a defamatory meaning. His lordship would not differ from them, though he doubted whether that view was right. On the issue of the cross-appeal the defendant had contended that as the plaintiff's first engagement was for a year certain, a continuation of his employment in each subsequent year either was by implication an agreement for a year only, or, if not, was an agreement for an indefinite period which by law was necessarily an agreement for a year only. It was admitted that it could not be suggested that the defendant was merely trying to induce the employer to determine the plaintiff's agreement in a lawful manner. His lordship considered that it would be wrong to hold that each year there was by implication a fresh agreement for one year certain and nothing more. It was no longer a rule applicable to all cases that an indefinite hiring was a hiring for one year only (*Farman* v. *Oakford*, 5 H. & N. 635). Each case must depend on its own circumstances. Assuming that this was a yearly hiring, it could not be determined before the end of the year unless it were proved that some custom or some term of the contract or some circumstance justified the inference that something else was intended. The plaintiff here was not given sufficient notice if he was entitled to any notice at all. But as the year had expired, and he had not been employed since, it had been contended that he was not entitled to complain. Applying the rule stated by Bowen, L.J., in *The Moorcock*, 14 P.D. 64, and by Lord Esher in *Hamlyn & Co. v. Wood & Co.* [1891] 2 Q.B. 488, there must be implied in the contract between the plaintiff and his employer a term to the effect that the employment should only be determined on reasonable notice. The defendant by constant efforts which, up to a point, were unsuccessful, had in the end induced the employer to regard the position as so unsatisfactory that he got rid of him without sufficient notice. His lordship having considered certain evidence, said that the plaintiff had made out his case of an intentional procuring of a breach of contract by his dismissal without notice. The appeal succeeded as to the first alleged slander and the cross-appeal failed.

SLESSER, L.J., agreed as to the appeal, but considered that the cross-appeal on the evidence should succeed.

SCOTT, L.J., agreed with GREER, L.J.

COUNSEL: *Birkett*, K.C., and *G. Gardiner*; *Sir Patrick Hastings*, K.C., and *V. Holmes*.

SOLICITORS: *J. D. Langton & Passmore*; *Wordsworth, Marr Johnson & Shaw*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

The "Eurymedon."

Greer, Slesser and Scott, L.JJ.
20th December, 1937.

SHIPPING—VESSEL IN RIVER—IMPROPERLY ANCHORED—ATHWART FAIRWAY—DAMAGED BY VESSEL GOING UP RIVER—ANCHOR LIGHT SIGHTED IN SUFFICIENT TIME—CONTRIBUTORY NEGLIGENCE—APPORTIONMENT OF BLAME.

Appeal from a decision of Bucknill, J.

The steamship *Corstar* (300 feet long, 45 feet beam), was, on the 6th January, 1937, at about 6 a.m., anchored in Long Reach, River Thames, with anchor lights duly exhibited, but lying athwart the fairway obstructing a great part of it, her whole length being to the north of mid-river, whereas the practice there was to anchor to the south. In those circumstances she was struck and damaged by the *Eurymedon*, a twin-screw motor-vessel (431 feet long, 54 feet beam), proceeding up-stream. In an action for damages by the owners of the *Corstar*, Bucknill, J., held that there had been negligence in anchoring in an improper position and also that the *Eurymedon* was to blame in failing to identify the anchor lights at a considerably greater distance than 650 feet. He held that she should have reduced speed immediately the lights were seen, as those in charge should have realised the possibility of there being a ship ahead, the position of which was obscure. He accordingly held that both vessels were equally to blame and the damages should be apportioned accordingly. The plaintiffs appealed and the defendants cross-appealed.

GREER, L.J., in giving judgment, said that the judge's finding was in accordance with the evidence. The law arising out of the principle in *Davies* v. *Mann*, 10 M. & W. 546, was as follows: (1) If one of the parties in a common law action actually knew from observation the negligence of the other party, he was solely responsible if he failed to exercise reasonable care towards the negligent plaintiff. (2) The rule applied where one party was not in fact aware of the other's negligence if he could by reasonable care have become aware of it and could by reasonable care have avoided causing damage. (3) Those rules applied in Admiralty to collisions between ships. (4) If the negligence of both parties continued right up to the moment of collision, whether on land or sea, each party was to blame for the collision and damage. (5) If the negligent act of one party was such as to cause the other party to make a negligent mistake which he would not otherwise have made, both were equally to blame. The present case fell within (4) and (5), the latter being a necessary corollary of the former and implicitly involved in *Dowell* v. *General Steam Navigation Co.*, 5 E. & B. 195, approved in *The Volute* [1922] 1 A.C., at p. 139, *British Columbia Electric Railway Co. Ltd.* v. *Loach* [1916] 1 A.C. 719, and *Swadling* v. *Cooper* [1931] A.C. 1.

SLESSER and SCOTT, L.JJ., agreed that the decision should be affirmed.

COUNSEL: *Carpmael*, K.C., and *O. Bateson*; *Willmer* and *V. Hunt*.

SOLICITORS: *Ince, Roscoe, Wilson & Glover*; *Bentleys, Stokes & Lowless*, for *Alsop, Stevens & Collins Robinson*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Harker's Will Trusts: Harker *v.* Bayliss.

Simonds, J. 15th December, 1937.

SETTLED LAND—LARCH PLANTATION—RIPE FOR FELLING—CUT AND SOLD BY TENANT FOR LIFE—DESTINATION OF PURCHASE MONEY.

By his will a testator, who died in November, 1914, devised certain estates in Cumberland to trustees on trust to cultivate and manage them according to the custom of the county, with full discretionary power of cutting timber and underwood for sale and repair and otherwise. His daughter was tenant for life and the trustees had power to let her into possession of the estates when she attained twenty-five years. Having attained that age, she was let into possession in 1925. In 1935 she contracted to sell all the larch trees on certain plantations for £1,407. The trees had been planted forty-two years before and were ripe for felling in the ordinary course of forestry management. The purchaser having entered and felled them, paid the price to the trustees and the question arose whether they should pay the whole or a part to the tenant for life.

SIMONDS, J., in giving judgment, said that once cut there was an end of the trees, for they were not a crop which would grow again. When they reached the age of forty or fifty years they should be felled. The plantations were usually replanted with similar trees. Larch was not timber either at common law or by the custom of the County of Cumberland. As a rule of law a tenant for life who cut larches in due course of estate management was entitled to retain the whole of the proceeds of sale. The case was analogous to that of an open mine, the proceeds of which a tenant for life enjoyed. If a

tenant for life improperly cut down wood, even if it were not timber, he would be liable to an action for waste. If some accident intervened, such as a great storm which blew down the trees and they were afterwards sold, or a war created peculiar exigencies in the demand for timber and wood, then equity would declare that some part of the proceeds of sale should be retained as capital (*In re Harrison's Trusts*, 28 Ch. D. 220; *In re Terry*, 87 L.J. Ch. 577). In the absence of any special provision in the will, this tenant for life was entitled to retain all the proceeds of sale. His lordship could not hold that she was under a corresponding obligation to replant the plantations.

COUNSEL: *N. Warren; Hon. Denys Buckley; Overton.*

SOLICITORS: *Beachcroft, Wakeford, May & Co.*, for *Little & Co.*, of Penrith.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Robinson *v.* R. C. Hammett, Ltd.

Lord Hewart, C.J., Branson and Humphreys, JJ.
12th January, 1938.

MERCHANDISE MARKS—IMPORTED MEAT—PORTION CUT FROM RUMP OF BEEF AND SOLD TO PURCHASER—INDICATION OF ORIGIN ON UNDERSIDE OF RUMP—NO INDICATION ON PORTION SOLD—WHETHER OFFENCE COMMITTED—MERCHANDISE MARKS (IMPORTED GOODS) NO. 7 ORDER, 1934—MERCHANDISE MARKS ACT, 1926 (16 & 17 Geo. 5, c. 53), s. 5.

Appeal by case stated from a decision of Hendon justices.

An information was preferred by the appellant against the respondents for that they, in April, 1937, unlawfully sold imported meat which did not bear the prescribed indication of origin, contrary to the Merchandise Marks (Imported Goods) No. 7 Order, 1934, and s. 5 of the Merchandise Marks Act, 1926. The respondents carried on business as retail butchers in a shop. A woman called at the shop and asked a salesman for a pound of English steak. The salesman took a large rump of beef from a refrigerator, placed it on a bench which could be seen by the purchaser, and in her presence cut off a pound of steak which he sold to her for 2s. 2d., the usual price of English steak and more than the usual price of Argentine steak, which was what the meat in question was. There was no mark of origin on or with the pound of steak sold, nor did the salesman orally inform the purchaser of its origin. When the rump was placed on the bench, indications of Argentine origin branded on the rump were underneath the meat out of sight of the purchaser, who did not see the indications and could not have seen them unless the meat was turned over. The purchaser did not request that the rump should be turned over. The indications of Argentine origin were branded durably and legibly in letters of the prescribed height placed in the prescribed positions. It was contended for the appellant that an indication of origin was not "conspicuously given" within the meaning of the Order of 1934 and the Act of 1926, unless visible to the purchaser, and that the portion of the meat sold was at no time exposed for sale duly marked as on importation, and that the respondents were not protected by the last proviso to Art. 4 of the Order. It was contended for the respondents *inter alia* that the sale came within the terms of sub-para. (*b*) to para. III of Art. 4 of the Order, so that it was not necessary for the actual portion sold to bear any indication of origin. The justices held that the sale was not in contravention of any of the relevant provisions, and dismissed the information.

LORD HEWART, C.J., said that in his opinion the case was clear. If the contention raised with success by the respondents in the court below were right, this part of the legislation in question would have no effect at all. The Act of 1926 had for its purpose the protection of the purchaser. The appeal must be allowed.

BRANSON and HUMPHREYS, JJ., agreed.

COUNSEL: *Glyn Jones*, for the appellant; *R. Ives*, for the respondents.

SOLICITORS: *C. W. Radcliffe; Wilfrid Ellis.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Obituary.

MR. A. F. ALCOCK.

Mr. Arthur Frank Alcock, M.A., solicitor, of Evesham, died recently in Evesham Hospital. Mr. Alcock was admitted a solicitor in 1899. He was for many years secretary of the North Cotswold Hunt.

MR. L. B. CARSLAKE.

Mr. Lewin Bampfield Carslake, solicitor, a member of the firm of Messrs. Bircham & Co., of Old Broad Street, E.C., died at Wimbledon, on Sunday, 9th January, at the age of seventy-six. Mr. Carslake was admitted a solicitor in 1885.

MR. N. COCKSHUTT.

Mr. Nicholas Cockshutt, solicitor, of Guildford, died at Guildford, on Sunday, 9th January, at the age of seventy. Mr. Cockshutt, who was admitted a solicitor in 1886, was formerly a barrister practising on the Northern Circuit. He contested Rochdale as a Conservative candidate in 1910 and again in 1923.

MR. W. R. J. LAW.

Mr. Walter Richard Joseph Law, solicitor, of Buckingham and Brackley, died recently at the age of sixty-four. Mr. Law, who was admitted a solicitor in 1901, was a member of Brackley Borough Council from 1917 to 1929, and was elected Mayor of Brackley in 1920.

MR. D. C. LEE.

Mr. Douglas Cameron Lee, retired solicitor, formerly senior partner in the firm of Messrs. Sanderson, Lee & Co., of Moorgate, E.C., died in London, on Saturday, 8th January, at the age of seventy-two. Mr. Lee was educated at Cheltenham College and was admitted a solicitor in 1888. He retired in 1926.

MR. W. E. RIGBY.

Mr. William Edward Rigby, solicitor, of Liverpool and West Kirby, died at his home at West Kirby, on Monday, 3rd January, at the age of seventy-one. Mr. Rigby was admitted a solicitor in 1888.

MR. W. H. SMITH.

Mr. William Henry Smith, solicitor, of Woburn, Bedfordshire, died at Woburn, on Monday, 10th January, at the age of seventy-two. Mr. Smith was admitted a solicitor in 1886.

MR. C. H. STOTT.

Mr. Charles Holland Stott, retired solicitor, formerly head of the firm of Messrs. Richard Stott & Son, of Rochdale, died on Saturday, 1st January, at the age of eighty-one. Mr. Stott was articled to his father, the late Mr. William Stott, of the firm of Messrs. Richard Stott & Son, and was admitted a solicitor in 1879. He retired about three years ago.

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26, Portland Place, W.1, on Thursday, 27th January, at 8.30 p.m., when a paper will be read by Major D. P. Lambert, M.D., Ch.B., D.T.M. & H. (Edin.), on "Some Aspects of Medico-Legal Work in India." Members may introduce guests to the meeting on production of the member's private card. Light refreshments are provided at the conclusion of each meeting.

The Law Society.

SPECIAL PRIZES FOR THE YEAR 1937.

PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS, AND THE INTERMEDIATE EXAMINATIONS, AND THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZES.

THE SCOTT SCHOLARSHIP.

Peter Proud, LL.B. London. (Served Articles with Mr. Thomas Evander Evans, LL.B., M.C., of the firm of Messrs. Curwen, Carter & Evans, of London). Mr. Proud was awarded the Clement's Inn Prize in March, 1937.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.

Raymond Henry Goddard, LL.B. London. (Served Articles with Mr. Hugh Wentworth Pritchard, of the firm of Messrs. Sharpe, Pritchard & Co., of London). Mr. Goddard was awarded the New Inn Prize in June, 1937.

THE CLABON PRIZE.

James Gilchrist Smith, LL.B. Leeds; Frank Nathaniel Steiner, B.A. Cantab; and Walter Wood, LL.B. Manchester. (Mr. Smith served Articles with Mr. Charles Walker, of the firm of Messrs. Thorp & Walker, of Bradford and was awarded the Clement's Inn Prize in November, 1937; Mr. Steiner served Articles with Mr. Curt Gustav Dehn, LL.B., of the firm of Messrs. Dehn & Lauderdale, of London, and was awarded Second Class Honours in June, 1937; Mr. Wood served Articles with Mr. Arthur Lawson, of the firm of Messrs. Russell & Russell, of Bolton, and was awarded the Daniel Reardon Prize in March, 1937).

THE MAURICE NORDON PRIZE.

William Madeley James, B.A., LL.B. Cantab. (Served Articles with Mr. Charles Richard Wigan, M.A., of the firm of Messrs. Wigan & Co., of London). Mr. James was awarded the Clement's Inn Prize in June, 1937.

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.

Thomas Sebastian Montgomery, LL.B. Liverpool. (Served Articles with Mr. William Abercromby, of the firm of Messrs. Radcliffe-Smith, Abercromby & Co., of Liverpool). Mr. Montgomery was awarded Second Class Honours in June, 1937.

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.

Thomas Sebastian Montgomery, LL.B. Liverpool. (Served Articles as before-stated.)

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.

Thomas Sebastian Montgomery, LL.B. Liverpool. (Served Articles as before-stated.)

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.*

Edwin John Jones, LL.B. Birmingham. (Served Articles with Mr. William Leonard Highway, of the firm of Messrs. W. L. Highway & Son, of Birmingham.)

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

Charles Beale, B.A. Cantab. (Served Articles with Mr. Edmund Phipson Beale, of the firm of Messrs. Beale & Co., of Birmingham and London.) Mr. Beale was awarded Second Class Honours in November, 1937.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.

Eric William Spring, B.A., LL.B. Cantab. (Served Articles with Mr. James Dean Green, M.A., LL.M., of the firm of Messrs. March, Pearson & Green, of Manchester.) Mr. Spring was awarded Second Class Honours in June, 1937.

THE NEWCASTLE-UPON-TYNE PRIZE.

James Haydon Wood Glen, LL.B. Durham. (Served Articles with Mr. Edward Louis Frederick Bitterman, of North Shields; Mr. Charles Conway Henderson and Mr. Frederick George Egner, both of Tynemouth). Mr. Glen was awarded the Clifford's Inn Prize in June, 1937.

THE WAKEFIELD AND BRADFORD PRIZE.

Edward Ambler Green. (Served Articles with Mr. Ernest Hind, of Bradford.) Mr. Green was awarded Third Class Honours in June, 1937.

THE SIR GEORGE FOWLER PRIZE.

Wilfred Knoyle Wood. (Served Articles with Mr. Evan Richard Wood, of the firm of Messrs. Rowe, Watts & Wood, of Ilfracombe.) Mr. Wood was awarded Second Class Honours in March, 1937.

* *(The award of this Medal carries with it the Horton Prize.)*

THE MELLERSH PRIZE.

Felix Colin Anderson. (Served Articles with Mr. William Jermyn Harrison, B.A., of Hove.) Mr. Anderson was awarded Third Class Honours in June, 1937.

THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

David Harry Geller. (Served Articles with Mr. Louis Courts, LL.M., of the firm of Messrs. Courts & Co., of 112, Fenchurch Street, London.) Mr. Geller was awarded the Sheffield Prize in March, 1937.

THE CITY OF LONDON SOLICITORS' COMPANY'S GROTIUS PRIZE.

Harker William Hornsby, B.A. Oxon. (Served Articles with Mr. Edwin Savory Herbert, LL.B., of the firm of Messrs. Sydney Morse & Co., of Alder House, Aldersgate Street, London.)

SAMUEL HERBERT EASTERBROOK PRIZE.

Peter Stracey and Jim Treleaven. (Mr. Stracey is serving Articles with Mr. John James Sutherland, of Newcastle-upon-Tyne, and was placed in the First Class at the Intermediate Examination held in March, 1937; Mr. Treleaven is serving Articles with Mr. Stuart Luttrell Peter, of the firm of Messrs. Peter, Peter & Sons, of Launceston, and was placed in the First Class at the Intermediate Examination held in November, 1937).

HONOURS EXAMINATION.

NOVEMBER, 1937.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction :—

FIRST CLASS.

(In order of merit.)

1. James Gilchrist Smith, LL.B. Leeds (Mr. Charles Walker, of the firm of Messrs. Thorp & Walker, of Bradford).
2. Edwin John Jones, LL.B. Birmingham (Mr. William Leonard Highway, of the firm of Messrs. W. L. Highway and Son, of Birmingham).

SECOND CLASS.

(In alphabetical order.)

Denis Raymond Allward, LL.B. London (Mr. Frank Leonard Allward, J.P., of the firm of Messrs. Allward & Son, of London).

Maurice Edward Bathurst, LL.B. London (Mr. Jesse William Beaumont, of the firm of Messrs. Cameron, Kemm and Co., of London).

Charles Beale, B.A. Cantab. (Mr. Edmund Phipson Beale, of the firm of Messrs. Beale & Co., of London and Birmingham).

Arthur Doggett, B.A. Oxon (Mr. John Seaborne Hook and Francis Charles Greaney, both of the firm of Messrs. Fowler, Legg & Co., of London).

Charles James Saville Glanvill, LL.B. Birmingham (Mr. Frederick Stanley Saville, LL.B., of Birmingham).

Geoffrey Berry Harker, B.A. Oxon, LL.B. London (Mr. John Harker, of the firm of Messrs. Hewitson & Harker, of Kirkby Stephen and Appleby).

John Ramsden Haslegrave, B.A., LL.B. Cantab. (Mr. James Husband Dickson, of Chester; and Messrs. Sharpe, Pritchard & Co., of London).

Eric Paul Jones, LL.B. London (Mr. William Gordon Hill, of the firm of Messrs. Wm. Easton & Sons, of London).

Adrian Morgan Kelly, LL.B. London (Mr. Robert Hancock, M.A., B.C.L., of the firm of Messrs. Hancock & Willis, of London).

John Muirhead Lee, B.A., LL.B. Cantab. (Mr. James Henry Carr, of the firm of Messrs. Grundy, Kershaw, Samson & Co., of London and Manchester).

Matthews Levy, LL.B. London (Mr. Francis Percy Woodcock, M.A., and Mr. Thomas Gerald Bennett, both of the firm of Messrs. F. P. Woodcock, Bennett & Co., of London).

Arthur Lewenstein, B.A. London (Mr. John Lewenstein, of Hull).

Tom Michaelson-Yeates (Mr. Cyril Ernest Edwards, J.P., LL.B., of the firm of Messrs. E, Edwards & Son, of London).

Bernard Morris, LL.B. Leeds (Mr. Lionel Altman, LL.B., of Leeds).

Ronald Henry Morton (Mr. Charles Greenwood, of the firm of Messrs. Charles Greenwood & Co., of Peterborough).

George Dudley Gwynne Perkins, B.A. Cantab. (Mr. Thomas Smith Curtis, of the firm of Messrs. Collyer-Bristow & Co., of London).

Martin Herbert Port (Mr. Herbert Walter Port, of the firm of Messrs. Fillmer & Port, of Brighton).

Italo de Lisle Radice, B.A. Oxon (Mr. Stephen Francis Villiers-Smith, of the firm of Messrs. Lee & Pembertons, and Mr. Arthur Frederic Brownlow fforde, of the firm of Messrs. Linklaters & Paines, both of London).

Donald George Rogers (Mr. Douglas Arthur Boulton, of the firm of Messrs. Arthur Boulton & Son, of Burslem).

Myer Silverstone, LL.B. London (Mr. Abraham Kramer, LL.B., of the firm of Messrs. A. Kramer & Co., of London).

James Helliwell Stanley (Mr. James Carter, M.A., of the firm of Messrs. Curwen, Carter & Evans, of London).

John Osmond Julius Stevens, LL.B. London (Mr. Alfred Julius Stevens, M.A., of the firm of Messrs. Stevens & Stevens, of Farnham; and Mr. John Norman Bailey, of the firm of Messrs. Gibson & Weldon, of London).

Harry Douglas Swales (Mr. Charles Noel Powell and Mr. George Alexander Turner, both of the firm of Messrs. J. M. B. Turner & Co., of Bournemouth).

George Edward Twine, M.A. Cantab. (Mr. Robert Robins Geach, of the firm of Messrs. Burley & Geach, of Petersfield).

Gerald Abson Whiteley (Mr. Reginald Webster, of the firm of Messrs. Webster & Co.; and Mr. Frederick William Scorah, of the firm of Messrs. Arthur Neal, Scorah & Co., both of Sheffield).

Percival Bernard Williamson, LL.B. London (Mr. Ernest Edward Bird, of the firm of Messrs. Bird & Bird, of London).

THIRD CLASS.

(In alphabetical order.)

Stanley Watson Barker (Mr. Arthur Evans, of the firm of Messrs. Robert Bygott & Sons, of Crewe).

Arthur Colinwood Beard, M.A. Oxon (Mr. Owen Bydder Edwards, M.A., of Holyhead).

Charles Noel Beattie, LL.B. London (Mr. Charles Harold Noel Adams, B.A., of the firm of Messrs. Hunt, Nicholson, Adams & Co., of London and Lewes).

Ernest Burston (Mr. Cuthbert Braddy Pardoe, of Bridgwater).

Francis Henry Laurence Cini (Mr. Charles Franklyn Rowlands, of the firm of Messrs. Wrentmore & Son, of London).

John Sidney Copp (Mr. Sidney Alfred Copp, of Barnstaple).

James Arthur Chesterfield Downing (Mr. Charles Vincent Downing, of Falmouth).

John Nelson Eagleston, B.A. Oxon (Mr. Charles Douglas Medley, of the firm of Messrs. Field, Roscoe & Co., of London).

Thomas Patrick Gray (Mr. John Johnstone Turner, of the firm of Messrs Dobinson, Watson & Turner, of Carlisle).

Abraham Hamwee, LL.B. Manchester (Mr. Neville Hamwee, LL.B., of the firm of Messrs. Hamwee & Co., of London and Manchester).

Frederick Irving Harris (Mr. Thomas Ernest Jobling, of the firm of Messrs. Jobling & Jobling, of Blackpool).

Derek Moncur Hatton (Mr. Edmund Bascombe Mitchell, of the firm of Messrs. Mitchells, of London).

Thomas Freeman Higginson (Mr. Frederick Stuart Miles, of the firm of Messrs. Norris & Miles, of Tenbury Wells; and Messrs. Hedley, Norris & Co., of London).

Kenneth Hesketh Higson, B.A. Oxon (Mr. John Beresford Heaton, B.A., of the firm of Messrs. Rider, Heaton, Meredith & Mills, of London).

James Cooper Holden (Mr. Thomas Cooper, of the firm of Messrs. Hindle, Son & Cooper, of Darwen).

Charles Eric Jobson (Mr. George Bertie Brooks, O.B.E., of the firm of Messrs. Gery & Brooks, of London).

Bryan Keith-Lucas, M.A. Cantab. (Mr. Fred Webster, B.A., LL.B., of London).

Frederick Douglas Kennedy (Mr. Kenneth Derry Woodroffe, of the firm of Messrs. Woodroffes & Gibbs, of London).

David Ferguson King (Mr. Clarence Samuel Tomlinson, of London).

Peter Carden Layton (Mr. Frederick John Williams, of the firm of Messrs. Clapham, Fraser & Williams, of London).

Stanley William Millington (Mr. William George Jacobson, of the firm of Messrs. Browne, Jacobson & Hallam, of Nottingham).

Gerald Freakley Oldacre (Mr. William Harold Brown, of the firms of Messrs. Brown & Corbishley, and Messrs. Spencer Till & Co., of Newcastle-under-Lyme; and Mr. Frederick Harold Woolliscroft, B.A., LL.B., of Hanley).

Leslie Ernest Page (Mr. Frederick Arnold Heys, of the firm of Messrs. Reddish & Heys, of Church, Lancashire).

Joseph Parry (Mr. Trevor Holden, of the firm of Messrs. Duncan, Oakshott, Morris-Jones & Holden, of Liverpool).

Richard Thomas Henry Perkins (Mr. Arthur Davis Thorpe, of the firm of Messrs. Thorpe & Co., of Hastings).

Thomas Whittaker Peters (Mr. Frederick George Stevens, of the firm of Messrs. Bowles & Stevens, of Worthing; and Messrs. Petch & Co., of London).

Charles Pemberton Pickles, LL.B. Leeds (Mr. Frank Simpson Turnbull, of the firm of Messrs. George Turnbull & Sons, of Bradford).

Harry Lawrence Poole (Mr. Harry Poole, of the firm of Messrs. Knight & Sons, of Newcastle-under-Lyme).

Andrew Frederick Arthur Powles, LL.B. London (Mr. Frederick Graham Maw, M.A., of the firm of Messrs. Rowe and Maw, of London).

Peter Fulke Prideaux (Sir Alexander Pengilly, of Weymouth).

Philip Hurley Race (Mr. James William Francis Hill, M.A., LL.M., of the firm of Messrs. Andrew, Race, Midgley & Hill, of Lincoln; and Messrs. Waterhouse & Co., of London).

Philip Segar Scorer (Mr. William Pratt Pattinson, of the firm of Messrs. Burton & Co., of Lincoln; and Messrs. Taylor, Jelf & Co., of London).

John Serjeant (Mr. Frederick Mawdesley Serjeant, and Mr. Richard Flowers Serjeant, both of the firm of Messrs. Serjeant & Son, of Ramsey).

Maxwell Simon (Mr. Harry Burford Judge of the firm of Messrs. Judge, Hackman & Judge, of London).

Peter Edgar Gordon Smith (Mr. Edward Bagehot Kite, of the firm of Messrs. G. H. Kite & Sons, of Taunton).

Alexander Aaron Traub, LL.B. London (Mr. Humphrey William Morris and Mr. Charles Monsey Woolsey, both of the firm of Messrs. H. C. Morris, Woolsey, Morris & Kennedy, of London).

Henry Roughley Warburton (Mr. Cyril Morris, of Bolton).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes:—

To Mr. J. G. Smith—The Clement's Inn Prize—Value about £36.

To Mr. E. J. Jones—The Daniel Reardon Prize—Value about £18.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Two hundred and nineteen candidates gave notice for Examination.

SPECIAL GENERAL MEETING.

A Special General Meeting of the members of The Law Society will be held in the Hall of the Society on Friday, the 28th January, 1938, at 2 p.m.

EVENING MEETING.

The next Evening Meeting of members of The Law Society will be held on Thursday, 20th January, 1938, at 8 o'clock, in the Society's Hall, Chancery Lane, London. The subject of Poor Persons' Procedure has been selected for discussion at the meeting.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to grant the dignity of a Baron for life by the style and title of BARON ROMER of New Romney, in the County of Kent, to the Right Hon. Sir MARK LEMON ROMER, Knight, the new Lord of Appeal in Ordinary.

The King has been pleased to approve the appointment of Mr. NORMAN BIRKETT, K.C., to be a Commissioner of Assize to go the Midland Circuit (Aylesbury, Bedford and Northampton) on the Winter Assizes, 1938, in the place of Mr. Justice Finlay, who will be detained in London presiding over the Railway and Canal Commission.

The King has been graciously pleased to approve the appointment of Mr. JOSEPH SHAW, barrister-at-law, as a Puisne Judge of the High Court of Judicature at Rangoon in succession to Mr. Justice Sen, who retires on 15th January for reasons of health.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service: Mr. C. W. MURRAY-AYNSLEY, Chief Justice, Grenada, appointed Puisne Judge, Straits Settlements; Capt. C. B. PEARSON, District Magistrate, Gold Coast, appointed Assistant Judge, Protectorate Court, Nigeria; Mr. F. W. THEEMAN, Resident Magistrate, Jamaica, appointed Magistrate, Tanganyika.

The Secretary of State for Scotland has appointed Mr. G. G. RAMSAY, 1st Class Depute, Sheriff Clerk Service, Greenock, to be Sheriff Clerk of the Eastern Division of Dumfries and Galloway at Dumfries, in succession to the late Mr. J. McBurnie.

Mr. Justice GREAVES-LORD has been elected Deputy Chairman of the East Sussex Quarter Sessions in succession to Lord Justice Greer, who has left Sussex.

Mr. HERBERT DAVID SAMUELS, K.C., and Mr. RONALD FRANCIS ROXBURGH, K.C., have been elected Benchers of Lincoln's Inn in place of the late Mr. Justice Swift and the late Lord Warrington of Clyffe respectively.

Mr. G. JESSEL RYCROFT, senior practising barrister in Manchester, has been recommended by the Manchester Town Hall Committee for the post of City Coroner, left vacant by the death last year of Mr. C. W. W. Surridge. Mr. Rycroft was called to the Bar by the Middle Temple in 1904.

Mr. PARKER MORRIS, Town Clerk of Westminster, has been elected president of the Association of Metropolitan Town Clerks for the current year. Mr. Morris was admitted a solicitor in 1919.

At a meeting of the Newmarket Area Assessment Committee, held on the 9th December, 1937, Mr. KENNETH S. D. ENNION was appointed as clerk to the committee in succession to his father, Major S. J. Ennion, who retired on the 31st December, after serving as clerk to the committee and its predecessor, the Newmarket Union Assessment Committee, for over forty-five years. Mr. Ennion was admitted a solicitor in 1934.

New Year Legal Honours.

In the list of New Year Honours which appeared in last week's issue we regret the omission of the name of Sir ADRIAN DONALD WILDE POLLOCK, City Chamberlain and Treasurer since 1912, who has been appointed a Knight Commander of the Most Distinguished Order of St. Michael and St. George. Sir Adrian was admitted a solicitor in 1890, and was Remembrancer of the City of London 1903–1912.

Professional Announcements.

(2s. per line.)

MOUNSEY, BOWMAN & MORTON, of 3 Castle Street, Carlisle, have taken into partnership CHARLES ROBERT TAYLOR, who has been associated with the firm for some time past. The name of the firm will remain unchanged.

Mr. EUSTACE A. DAVIES, solicitor, of 27, Park Place, Cardiff, announces that he is taking into partnership Mr. EDGAR S. BUCK, who has been his managing clerk for many years; and that on and after the 1st January, 1938, the practice will be carried on at the same address under the style of "Eustace Davies & Buck."

Messrs. DRUCES & ATTLEE, solicitors, of 10, Billiter Square, E.C.3, have taken into partnership as from the 1st January, 1938, Mr. JOHN HARDY BENTLEY, the son of the senior partner.

Notes.

The fifty-sixth annual meeting and conference of the Incorporated Association of Rating and Valuation Officers will be held at the Central Hall, Westminster, S.W.1, on the 22nd and 23rd April next.

Mr. H. U. Willink, K.C., has been selected by the executive committee of the Ipswich Conservative Association as prospective candidate at the coming by-election, caused by the elevation to the peerage of Sir John Ganzoni.

The judicial system in Finland was described at a luncheon of the Howard League for Penal Reform, held at the Comedy Restaurant last Wednesday. Mr. A. H. Lieck, late Chief Clerk of Bow Street Police Court, presided.

Corrections to the list of counsel to appear in "The Law List" for 1938, now in course of preparation, can only be accepted up to 26th January. All communications should be sent to the Publishers, at 119/120, Chancery Lane, London, W.C.2.

A notice of the death on 7th January, at the age of 57, of Mr. Ernest Edwin White, for upwards of thirty-five years a member of the staff of Messrs. Syrett and Sons, solicitors, of 2, John Street, W.C.1, and Moorgate, E.C.2, appeared in *The Daily Telegraph* last Saturday.

BAR COUNCIL ELECTION, 1938.

The Annual Election to fill the vacancies upon the Council will be held in the week ending Saturday, 12th February, 1938.

PROPOSAL FORMS.—Candidates for Election must be proposed in writing, and the proposal form, signed by at least ten Barristers, must be sent to the Secretary at the Offices of the Council, 5, Stone Buildings, Lincoln's Inn, on or before Tuesday, 25th January, 1938. The forms are obtainable upon application.

VACANCIES.—Twenty-four candidates have to be elected, of whom one at least must be of the Inner Bar, eleven at least must be of the Outer Bar, and of these, three at least must be of less than ten years standing at the Bar.

VOTES.—Every Barrister is entitled to vote at the election. Voting papers with instructions to voters will be sent on or about the 4th February to every Barrister whose professional address within the United Kingdom is given in the 1937 "Law List."

A Barrister who has not a professional address in the 1937 Law List may obtain a Voting Paper upon his written or personal application to the offices of the Council, at 5, Stone Buildings, Lincoln's Inn, W.C.2.

WINTER ASSIZES.

The following days and places have been fixed for holding the Winter Assizes, 1938 :—

WESTERN CIRCUIT.—DU PARCQ, J.—Wednesday, 12th January, at Devizes; Saturday, 15th January, at Dorchester; Thursday, 20th January, at Taunton; Tuesday, 25th January, at Bodmin. HUMPHREYS, J., and DU PARCQ, J.—Monday, 31st January, at Exeter; Wednesday, 9th February, at Bristol; Saturday, 19th February, at Winchester.

NORTH WALES AND CHESTER CIRCUIT.—ATKINSON, J., and GREAVES-LORD, J.—Monday, 17th January, at Welshpool; Thursday, 20th January, at Dolgelley; Monday, 24th January, at Caernarvon; Saturday, 29th January, at Beaumaris; Wednesday, 2nd February, at Ruthin; Tuesday, 8th February, at Mold; Monday, 14th February, at Chester.

SOUTH WALES CIRCUIT.—GREAVES-LORD, J.—Monday, 24th January, at Haverfordwest; Thursday, 27th January, at Lampeter; Tuesday, 1st February, at Carmarthen; Monday, 7th February, at Brecon; Thursday, 10th February, at Presteign. ATKINSON, J., and GREAVES-LORD, J.—Saturday, 26th February, at Cardiff.

MIDLAND CIRCUIT.—Mr. COMMISSIONER BIRKETT.—Wednesday, 12th January, at Aylesbury; Saturday, 15th January, at Bedford; Thursday, 20th January, at Northampton. FINLAY, J.—Wednesday, 26th January, at Leicester; Friday, 4th February, at Oakham; Saturday, 5th February, at Lincoln; Wednesday, 16th February, at Derby; Saturday, 26th February, at Nottingham. GODDARD, J.—Thursday, 10th March, at Warwick. GODDARD, J., and PORTER, J.—Tuesday, 15th March, at Birmingham.

NORTH EASTERN CIRCUIT.—HILBERY, J., and WROTTESLEY, J.—Monday, 14th February, at Newcastle; Saturday, 26th February, at Durham; Monday, 7th March, at York; Wednesday, 16th March, at Leeds.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP II. MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Jan. 17	Jones	More	*Jones	*Andrews
,, 18	Ritchie	Hicks Beach	*Ritchie	*Jones
,, 19	Blaker	Andrews	*Blaker	*Ritchie
,, 20	More	Jones	*More	Blaker
,, 21	Hicks Beach	Ritchie	*Hicks Beach	More
,, 22	Andrews	Blaker	Andrews	Hicks Beach

DATE.	GROUP II. MR. JUSTICE FARWELL. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE SIMONDS. Non- Witness.
	Mr.	Mr.	Mr.	Mr.
Jan. 17	Ritchie	*Blaker	More	Hicks Beach
,, 18	Blaker	*More	Hicks Beach	Andrews
,, 19	More	*Hicks Beach	Andrews	Jones
,, 20	Hicks Beach	*Andrews	Jones	Ritchie
,, 21	Andrews	*Jones	Ritchie	Blaker
,, 22	Jones	Ritchie	Blaker	More

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

HILARY SITTINGS, 1938.

COURT OF APPEAL.

APPEAL COURT No. I.

Tuesday, 11th January—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals from the Chancery Division (Final List).

Appeals from the Chancery Division (Final List) will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 11th January—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division, and, if necessary, Appeals from the Admiralty Division carried over from Michaelmas Sittings List.

Appeals from the King's Bench (Final and New Trial) List will be taken after Admiralty Appeals, and will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .. Bankruptcy Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 24th January, 14th February, 7th and 28th March.

Bankruptcy Motions will be taken on Mondays, the 17th January, 7th and 28th February, and 21st March.

A Divisional Court in Bankruptcy will sit on Mondays, the 31st January, 21st February, 14th March and 4th April.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays .. Adjourned Summonses.
Fridays .. Motions and Adjourned Summonses.

GROUP I.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .. Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Before Mr. Justice CROSSMAN.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice SIMONDS.

(The Non-Witness List.)

Mondays .. Chamber Summonses.
Tuesdays .. Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays .. Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 20th January, 3rd and 17th February, 3rd, 17th and 31st March.
Fridays .. Motions and Adjourned Summonses.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Tuesday, 21st December, 1937.

FROM THE CHANCERY DIVISION.

(Final List.)

Re White Star Line Ltd Re Companies Act 1929
Price v The Representative Body of the Church in Wales
Hanson v Marlow Investment Trust Ltd
Re Beal's Estate Beal v Beal
Re Hamlyn's Will Trusts Gosling v Asquith
Re Warwick's Settlement Trusts Greville Trust Company v Grey
Bernstein v Guffens
Taylor v Phillips
Praga v Haldeman
Re Shuker's Estate Bromley v Reed
White v Bijou Mansions Ltd
Lambert v F W Woolworth & Co Ltd
Same v Same
Hales v Kenwood
Wonnacott v Falconer
Andrews v Conservators of the River Thames
Re Gatley's Estate O'Sullivan v Gatley
Re Strauss & Co Ltd Re Companies Act, 1929
Briggs v Parsloe
Massine v de Basil
Same v Same
Zetland v Driver
Lennards Trust Ltd v Toba
Re Sell's Estate Pratt v Sell
Re Ashton's Estate Westminster Bank Ltd v Farley
Egham & Staines Electricity Co Ltd v Gas Light & Coke Co
Thornton v Konongo Gold Mines Ltd
Walton v Rikof
Brady v Williams
Re Down's Agreement Re Land Charges Act 1925
Wheeler v Roland Hollick & Co (a firm)
Beauchamp v Frome Rural District Council
Re Ramsdale Properties (Streatham) Ltd Re Companies Act 1929

(In Bankruptcy.)

Re a Debtor (No. 834 of 1937) Ex parte the Debtor v the Trustee of the Estate of Dimitri Nicholas Giannacopulo (a Bankrupt) and the Official Receiver
Re a Debtor (No. 776 of 1937) Ex parte the Debtor v Mills Conduit Investments Ltd and the Official Receiver
Re a Debtor (No. 521 of 1937) Ex parte the Debtor v The Dunn Trust Ltd and the Official Receiver
Re Conley M (trading as Caplan and Conley) Ex parte the Trustees v Barclays Bank Ltd, Bessie Cohen (married woman) and Hannah Conley (married woman)
Re Conley M (trading as Caplan and Conley) Ex parte the Trustees v Lloyds Bank Ltd and Hannah Conley (married woman)
Re Biezuner K (commonly known as I Levy) Ex parte The Trustee v Syd Chefsky

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Foy v Foy (Pickin co-respondent)
Lucas v Lucas
Same v Same
Re Spracklan's Estate

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

J Hey & Co Ltd v Wm Fison & Co Ltd The Wharfedale Rural District Council 3rd parties

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Wakefield v Corporation of Leeds
Peck v Hull & East Coast Stevedoring Co Ltd
Shirvell v Hackwood Estates Co
Yukon Consolidated Gold Corpn Ltd v Clark
Mills v Duckworth
Thomas & Wilson Ltd v Hammond
Reardon Smith Line Ltd v Black Sea and Baltic General Insurance Co Ltd
Batten v Thomas Wall & Son Ltd
Holland v Roberts
Lindsay v Feather
Howard v Heeley Green Picture House Ltd
Same v Same
Stevens v Economic House Builders Ltd
Kenneth Brown Baker Baker (a firm) v Gordon
Chrimes v Birkenhead Borough Council
The King v Keepers of the Peace and Justices for Lancaster Ex parte Padiham Amusements Ltd
E Timm & Son Ltd v Northumbrian Shipping Co Ltd.
Smith v Cammell Laird & Co Ltd
Joseph Eva Ltd v Reeves
Tucker v Pearlberg
Tinniswood (an infant) v William Clark & Son (a firm)
Kirk (an infant) v Parker (trading as J Parker & Sons)
Re Arbitration Acts 1889 to 1934 Oxfordshire County Council v Oxford City Council
Banco de Bilbao v Rey
Same v Sancha
Roberts v Roberts
Fenn v MacLachlan
Rose v Birmingham Syphon Co Ltd
Gowers v Lloyds & National Provincial Foreign Bank Ltd
Hyman v Walkington-Smyth
Maidment v George Cohen Sons and Co Ltd
G Scammell & Nephew Ltd v Blue Belle Motors Ltd
Same v Same
Same v Same
Provincial Mortgage Co Ltd v J R Bushell (Bolton) Ltd
Phillipson v Imperial Airways Ltd
Lloyds Bank Ltd v Bank of America National Trust and Savings Association
Philadelphia National Bank v Price
Spevack v London Passenger Transport Board
Dutton v Jones & Co (Nottingham) Ltd
Rixen v Trevis
Hopgood v Willan
Wyndham v Jackson
Same v Same
Bryant (an infant) v Ebbw Vale Steel Iron & Coal Co Ltd
Love & Malcolmson Ltd v Winkworth
James v Shackleton
Hunt v Haines
Mulloy v London Express Newspapers Ltd
Cox v Cornford
Lister v Savage
Vernazza v Baburizza & Co Ltd
Faulkner v Bullett
Same v Same
Powers v Dutson
Same v Same
Marriott v Powers
Kellen v Powers
Aldersey v Mountford
Same v Same
Miceli v Union Marine & General Insurance Co Ltd
Standamac Ltd v The Drapers' Record Ltd
Groom v Crocker
Walsh v George Kemp Ltd
Morris v Buckee
Same v Same
Hunter v Berenger
Kellen v Powers
Marriott v Powers
Kubach v Hollands
Same v Same
Brandon v Haworth-Booth
Re a Bill of Sale between Diment and Folley Re Bills of Sale Acts 1878 and 1882
Court v Hendon Borough Council
Houghton v Peacock
Gimson v Preston
The King v The Confirming Authority for the City of Sheffield Ex parte Truswell's Brewery Co Ltd
Same v Same Ex parte Same
Barber v Celestion Ltd
Jones v Welsh Insurance Corporation Ltd
Edlin v Tyler
Re Arbitration Acts 1889 to 1934 The Dried Milk Products Ltd v The Milk Marketing Board
Jones (carrying on business as L Jones & Son) v Temple
County Borough Builders Supply Co v Perrott
Green v Ribble Motor Services Ltd
Re Arbitration Acts, 1889 to 1934 Aure v Ch Daudruy-Van Cauwenberghe & Fils
Howard v S W Farmer & Son Ltd
Same v Same
Morris v Fitzgerald
Simons v Rendell
Turbyfield v Great Western Railway
Rex v The Board of Control Lunacy and Mental Deficiency for England and Wales Ex parte Winterflood
Kevil v Cottingham

(Interlocutory List).

Rixen v Tevis
Campbell v London Express Newspaper Ltd
Clinton v Harry Green Ltd
Tetlow v Woodward
Same v Same
Surrey Tile Co Ltd v Cox
Waterhouse v Reid
Re Municipal Corporations Act 1882 Re Counter's Petition

Howard v Ostrer
Southby v Kingshill Trading Co Ltd
Phillips v A Lloyd & Sons Ltd

(Revenue Paper—Final List).
For Judgment.

Commissioners of Inland Revenue v Cull (M.R., Romer and MacKinnon, LL.J.).
Commissioners of Inland Revenue v Paget (M.R., Romer and MacKinnon, LL.J.)
Paget v Commissioners of Inland Revenue (M.R., Romer and MacKinnon, LL.J.)
Cross v London Provincial Trust Ltd (M.R., Romer and MacKinnon, LL.J.)

For Hearing.

Allen v Trehearne (HM Inspector of Taxes)
Elmhirst v Commissioners of Inland Revenue
McCalmont v Commissioners of Inland Revenue
Commissioners of Inland Revenue v British Salmson Aero Engines Ltd
Carlyon Estate Ltd v Commissioners of Inland Revenue
Dawson v Counsell (HM Inspector of Taxes)
British Salmson Aero Engines Ltd v Commissioners of Inland Revenue
Radio Pictures Ltd v Commissioners of Inland Revenue
Barnes (HM Inspector of Taxes) v Hutchinson
Lever Brothers Ltd v Commissioners of Inland Revenue
Morley (HM Inspector of Taxes) v Messrs Tattersall

(Revenue Paper—Interlocutory List)

Attorney-General v Prossor

FROM COUNTY COURTS.

Hale v Jennings Brothers (a firm)
Hales Shopfitters Ltd v Lewis (Levy Claimant)
Brecknell Munro & Rogers (1928) Ltd v Whitren
Bankier v Mortimer
Mott v George G Cross & Co Ltd
Same v Same
Polkinghorn v Lambeth Borough Council
Re Bentley's Conveyance Illingworth v McQuire
Southend Waterworks Company v Toovey
Jones v Bates
Boulton v Sutherland
Waller v Stunt & Son (a firm)
Stackman v Mold
Attorney-General v Arthur Ryan Automobiles Ltd
Orney v S King Ltd
Davies v Owens
Neale v Richardson
Woods v Colville
G & J Seddon Ltd v Grundy
Burkett v C Miskin & Sons Ltd
Edwards v Coombe Banks Mink Farm Ltd
The Riding Mill Estate Co Ltd v Hedley
Same v Stobbs
Welling v Little
Clark v Emery
Corporation of Liverpool v Hope
Day v Davies
Re Landlord and Tenant Act 1927 Snape v Byrne
Associated Distributors Ltd v Hall
Hyman v Odermar Toilet Co Ltd
Watling Trust Ltd v Briffault Range Co Ltd
Ryan v Youngs
Re Appeal under s. 15 of Housing Act 1936 Trim v Sturminster Rural District Council
Lee v Griffiths
Jenkins v German
J R Dodge & Sons (a firm) v Huggett
Francis v Holttum
Willesden Borough Council v Levy
A Olby & Sons Ltd v Winham
R A Jordan Ltd v Washington
Thomas v Bird
Same v Same
Forrester v Williams
A H Churchman Ltd (in liquidation) v Tobay
Sturt v Weatherall
Bowmaker Ltd v Leach
Langham Investments Ltd v Rayner

RE THE WORKMEN'S COMPENSATION ACTS.

Hughes v F Reed & Co
Conroy v Thomas Wilkinson & Sons Ltd
Towriss v Marshall Knott & Barker Ltd
Wilkins v Ealing Borough Council
Easterling v Peek Frean & Co Ltd
Ironmonger v Vinter
Rees v Powell Duffryn Associated Collieries Ltd
Calton (an infant) v Samuel Fox & Co Ltd
Pensford & Bromley Collieries (1921) Ltd v Filer
Green v L Harris & Sons (a firm)
Short v Page
B J Morgan & Co v Thomas
Holland & Hannen & Cubitts Ltd v Bright
Wenn v Watney Combe Reid & Co Ltd
Hare v Sale (Cheshire) Development Co Ltd
Burton v Chamberlain
Maddox v W A Gale Ltd
Same v Same

FROM THE ADMIRALTY DIVISION.

(Final List.)

(*Without Nautical Assessors.*)

Re "The Stranna" 1936 Folio 70 Owners of Cargo ex ss "Stranna" v Owners of ss "Stranna"
Re "The Pass of Leny" 1935 Folios 204/5/6 and 7 Pender v Bulk Oil Steamship Co Ltd
Re "The Roberta" and Walford Lines Ltd 1936 Folio 34 Owners of Cargo ex Motor Ship "Roberta" v The Owners of Motor Ship "Roberta" and Walford Lines Ltd
Re Same Same v Same

FROM COUNTY COURTS.

Re "The Nordborg" 1937 Folio 273 Owners of ss "Nordborg" v C P Sherwood & Co

(Interlocutory List.)

Re "The Rita Garcia" 1937 Folio 221 Francisco Garcia v The ss or vessel "Rita Garcia" and all persons claiming an interest therein

Original Motion.

Brandon v Haworth Booth (No. 72 King's Bench Final List)

Standing in the "Abated" List.

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Re Arbitration Acts 1889 and 1934 Union Castle Mail Steamship Co Ltd v Houston Line (London) Ltd (adjd sine die, May 25, 1937)
Re Same Same v Same (adjd sine die, May 25, 1937)

FROM COUNTY COURTS.

Atkinson v Saffer & Son (a firm) (abated April 14, 1937)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.—Mr. Justice BENNETT, Mr. Justice CROSSMAN and Mr. Justice SIMONDS.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice FARWELL and Mr. Justice SIMONDS.

The Witness List Part I will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part II will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice SIMONDS.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Hilary Sittings Paper.

Set down to 21*st December*, 1937.

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Before Mr. Justice CLAUSON.

Retained Matters.
For Judgment.

Re White, dec Skinner v Attorney-General adjd sumns

The following actions may be in the List for hearing on Tuesday, 11th January, 1938:—

Witness List. Part II.

Mullard Radio Valve Co. Ltd v British Belmont Radio Ltd motion (by order)
Illustrated Newspapers Ltd v Publicity Services (London) Ltd

Before Mr. Justice CROSSMAN.

Retained Matters.
Non-Witness List.

Re Young's Estate Baring Bros. and Co. Ltd v Kinahan and ors
Re Short, dec Briggs v Scottish Equitable Life Assurance Society (pt hd)
Re Camp's Will Trust Chatfield v Mosedale (pt hd)
Re Galbraith's Will Trusts Jones v Gale (pt hd)

Petition.

Re Hessey Settlement Trusts Re Trustee Act 1925 (s.o. generally)

Companies Court.

Labarry Ltd (Application of Liquidator)

At the beginning of the Sittings Mr. Justice CROSSMAN will take the following cases in Witness List, Part II:—

Witness List. Part II.

Frinton & Walton U.D.C. v Walton & District Sand and Mineral Co Ltd
Thompson v Leason
Dunne v Lyons
Re Harold Lewis (Furriers) Ltd Prooth's Trustee v The Company

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Madlener v Herbert Wagg & Co Ltd (s.o. for security)
Fox v Duboff (s.o. for amendment)
Radium Utilities Ltd v Humphris (s.o. for security)
Westminster Bank Ltd v Wilson
Nathan v Walker (s.o. for A.G.)
Re Charles S Mann Ltd Re Companies Act, 1929
Bailey v R E Bath Travel Service Ltd
Ewbanke v Seymour
Re J M Newton Vitreo-Colloid (1928) Ltd Re Companies Act 1929
Knowles v Britcliffe
Sabner v Mitchell

French v Chalco Ltd
Clayton v Vectis Permanent Investment Bldg Society
Re Pouldens Turnery Mills Ltd Re Companies Act 1929
Cunningham-Reid v Cunningham-Reid
Cohen v Brocklebank
Heath v Cotton (not before Feb 8)
Leng v Christopher
Re Milne-Smith, dec Leckie v Leckie

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

Retained Matters.
Assigned Petitions.

Re J G Farbenindustrie Aktiengesellschaft Re Patents and Designs Acts, 1907 to 1932
Re W C Chapman Re Patents and Designs Acts, 1907 to 1932 (appointed day Jan 11, 1938)
Re de la Cieria Re Patents and Designs Acts 1907 to 1932 (appointed day Jan 11, 1938)

At the beginning of the Sittings Mr. Justice LUXMOORE will take the following cases in Witness List Part I:—

Ward v Ward
Port v Griffith

Before Mr. Justice BENNETT.

Retained Matters.
Non-Witness List.

Re Adler Will Trusts Roberts v Heilbrunn
Re Heilbrunn's Trusts Roberts v Heilbrunn
Re Forster, dec Gellatly v Palmer (liberty to restore)
Re Rooke, dec Ross v Bryant (s.o. generally)

Petition.

Re Fox, dec Dawes v Druitt payment out (restored)

Witness List. Part II.

Haile Selassie v Cable & Wireless Ltd

At the beginning of the Sittings Mr. Justice BENNETT will take the following cases in Witness List Part I:—

Hamilton v Walshe
Bradford Third Equitable Benefit Building Society v Marriott
Same v Borders

Companies Court.
Petitions.

Britivox Ltd (to wind up—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to retore)
Mitcham Creameries Ltd (same—ordered on Oct 15, 1934, to s.o. generally—liberty to apply to restore after action disposed of)
Sun-Ray Studios Ltd (same—ordered on July 15, 1935, to s.o. generally)
Arthur W North & Co Ltd (same—ordered on May 10, 1937, to s.o. generally)
Greycaine Ltd (same)
Samuel Whittaker Ltd (same)
London Scottish Restaurants Ltd (same)
Real Estate Debenture Holdings Ltd (same)
Hunting & Racing Magazine Ltd (same)
Greenwich Leather Cloth Co Ltd (same)
British Improved Motor Spirit (Holdings) Ltd (same)
Kingshill Trading Co Ltd (same)
Mostyn & Co (Devonshire Street) Ltd (same)
M Rayner & Sons Ltd (same)
Loraine Estates Ltd (same)
De Nevers Rubber Tyre Co (1935) Ltd (same)
Parexcel Ltd (same)
Saunders (Nottingham) Ltd (same)
Brick Models Ltd (same)
Dean & Co (Peckham) Ltd (same)
James Connolly & Sons (Manchester) Ltd (same)
Ridgelite Electric Co Ltd (same)
Lothbury Holdings Ltd (same)
F Fox Ltd (same)
Franklin-Granville Expeditions Ltd (same)
Stanley Minchin Ltd (same)
Vicordons (Southern Developments) Ltd (same)
D & G (Fashions) Ltd (same)
Webson Motors Ltd (same)
Alexander Avon & Co Ltd (same)
Newtown Equipment Co Ltd (same)
Teante (Mantles) Ltd. (same)
Wall Plug Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930, to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
English Motor Agencies Ltd (to confirm reduction of capital—ordered on April 1, 1935, to s.o. generally—liberty to restore)
Diekin Brothers Ltd (to confirm reduction of capital)
W S Cowell Ltd (same)
F M Laing & Co Ltd (same)
Whitehaven United Gas Co Ltd (same)
Chellew Navigation Co Ltd (same)
Northern Motor Utilities Ltd (same)
Dugdale Bros & Co Ltd (same)
Lastex Yarn & Lactron Thread Ltd (same)
North Devon Clay Co Ltd (same)
Mawers Ltd (same)
Viking Whaling Co Ltd (same)
Alsing Trading Co Ltd (same)
National Glass Works (York) Ltd (same)
James Dixon & Sons Ltd (same)
William Clark (Spare Parks) Ltd (same)
Scarrs Ltd (same)
Doricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Puerto Cabello and Valencia Railway Co Ltd (same)
Bentley & Shaw Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Local Government Guarantee Society Ltd (same)
Littlewood's Mail Order Stores Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
Devon Rosery and Fruit Farm Ltd (to sanction scheme of arrangement and confirm reduction of capital)
James Cartland & Son Ltd (same)
Charles Hodges & Co Ltd (same)
British Overseas Stores Ltd (same)

Adjourned Summonses.

Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec. 1932, to s.o. generally).
Essex Radio Supplies Ltd (Application of Official Receiver and Liquidator—with witnesses—ordered on Oct. 31, 1934, to s.o. generally)
Pictos Ltd (Application of Liquidators — with witnesses — ordered on Mar 29, 1935, to s.o. generally—liberty to apply to restore)
Bottlers and General Engineers Ltd (Application of Harold Cecil Gains—with witnesses—ordered on June 17, 1937, to s.o. generally—liberty to apply to restore)
Cleadon Trust Ltd (Application of Robert Creighton)
M Wolfsky Ltd (Application of Pro Domo Mea) (Manchester District Registry)
Harvey Jones & Co Ltd (Application of Liquidator)
Ovens (Smithfield) Ltd (Application of John Stavers)
Same (Application of Liquidator)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934, to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934, to s.o. generally)
Sunshine Remedies Ltd (ordered on July 29, 1935, to s.o. generally)
Brittains Motors Ltd (ordered on July 8, 1935, to s.o. generally—liberty to apply to restore)
Charles S Mann Ltd

Mr. Justice LUXMOORE. and Mr. Justice BENNETT.

Witness List. Part I.

Wevett Ltd v James Burn & Co Ltd (not before Feb. 14)
Same v Same (not before Feb 14)
Knightsbridge Estates Trust Ltd v Byrne
Haworth v Middlesex County Council

Mr. Justice FARWELL and Mr. Justice SIMONDS.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice SIMONDS.

Retained Matter.
Non-Witness List.

Re Rowe, dec Lloyds Bank Ltd v Blakemore (s.o. generally)

Mr. Justice FARWELL and Mr. Justice SIMONDS.

Adjourned Summonses and Non-Witness List.

Re Thomas, dec Williams v Davies
Re Prichard-Jones, dec Louth v Prichard-Jones
Re Whitehouse, dec Whitehouse v Savage
Re Wyles, dec Foster v Wyles
Re Rutherford's Conveyance Goadby v Bartlett
Re Brooke's Will Trusts Smith v Brooke
Re Sugden's Estate Westminster Bank Ltd v Sugden
Re Williams Estate Cossar v Webb
Re Goodwin, dec Coutts v Goodwin
Re Mitchell, dec Royal Exchange Assurance v Mitchell
Re McNeile, dec Grindlay & Co Ltd v Johnstone
Re Weldon's Settlement Public Trustee v Elderton
Re Vaux, dec Nicholson v Vaux
Re Aitchison, dec Douglas v Maycock
Re Crowle Settlement Trusts Bennett v Crowle
Re Rider, dec Public Trustee v Oldfield
Re Roger's Will Trusts Tresidder v Rogers
Re Forrest, dec Norman v Pickering
Re Borough, dec Public Trustee v Roberts-Gowen

KING'S BENCH DIVISION.

HILARY SITTINGS, 1938.

NOTICE.

The Solicitors for each party are requested to inform the Chief Clerk of the Crown Office, in writing, as soon as possible, as to the probable length of each case and the names of Counsel engaged therein.

CROWN PAPER.—For argument.

In the matter of F C King and anr
Booth & anr v Mayor etc of Blackpool
Held v Browning
County Council of York (East Riding) v Kingston-upon-Hull City Council
The King v Minister of Health
Crane v Hegeman-Harris Co Inc
Long v G F Kirk & Co Ltd
Robinson v R C Hammett Ltd
Warden & College of All Souls Oxford v Middlesex County Council
George Wimpey & Co Ltd v Same
Whitehead v Chajutin
McCrone v Riding
Green v Dickson
Super Sites Ltd v Keen
The King v West Monmouthshire Omnibus Board (ex parte Price)
Young & Co's Brewery Ltd v L.C.C.
Odhams Press Ltd v Gardner

Neech v A H Bush
Same v M Bush
In the Matter of Greenaway (an infant)
Whittaker v Collings
Bowen v Norman
Pearlberg v Osborne
Evans v Cross
Smeaton v Graham
Sutherland v The Exors of James Mills Ltd
Couzens v Hamilton Woods & Co Ltd
Maidment v Norris
Churchill v Norris
Eldorado Ice Cream Co. Ltd v Clark
Taylor v Townend
Saunders v Townend
Hornchurch U D C v Webber and ors
The King v T A Sutton Esq and ors J J s for Tamworth and anr (ex parte Moulton)
Atkinson v Baldwins Ltd
Lewis v Cattle
Pratt v A A Sites Ltd and ors
Allen and anr v Hornchurch U D C
The King v O S Nelthorpe and ors J J s for the Parts of Lindsey (ex parte Ellis)
Robson and ors v Sykes
Eldorado Ice Cream Co Ltd v Knighton
Savidge v Brierley
Gape v Williams
Hammond v Crone
Dynes v Green
Ormerod and ors v Green
T Wall & Sons Ltd v Allsop
Royal United Service Institution v Westminster City Council
Colebrook v Hall
The King v Council of the Administrative Council of Essex (ex parte Maldon Joint Hospital Board and ors)
The King v A Perry Esq and anr J J s for Kent (ex parte Freman)

CIVIL PAPER—For Hearing.

Keete v King and anr (Lucas, 3rd party) King and anr v Lucas (consolidated)
The Deeping Fen Drainage Board v The County Council of the Parts of Holland
James Webster & Brother Ltd v Dykta Ltd
Peterson v Wembley Stadium Ltd
Etablissements Wobrock & Co S A R L v S B Lunzer & Co
Israel v Koskas and anr
Stavron and anr v Koskas and anr
Same v Same
Gairn v Regents Park Nursing Homes & Co-operation Ltd
Harvey v Butler

APPEALS UNDER THE HOUSING ACTS, 1925–1936.

Adrian Street Compulsory Purchase Order, 1935 (Appeal of Watney Combe Reid and Co Ltd)
Fulham Borough Council (The Avenue No. 1) Order, 1937 (Appeal of London Housing Improvements Ltd and ors)
Fulham Borough Council (The Avenue No. 1) Order, 1937 (Appeal of Lamb and anr)
Brighton (Everton Place Area) Order, 1937 (Appeal of E Robins & Son Ltd)
Sidmouth Urban (No. 9) Housing Confirmation Order, 1937 (Appeal of Ferns)
Newhill Compulsory Purchase Order, 1937 (Appeal of Payne and ors)
Camberwell (Wingfield Mews) No. 2 Clearance Order, 1936 (Appeal of A W Butler)
Buttington Police Station Order, 1936 (Appeal of Chapman)

MOTIONS FOR JUDGMENT.

Imperial Tobacco Co (of Great Britain & Ireland) Ltd v Blackford
General Accident Fire & Life Assce Corp Ltd v Berman

SPECIAL PAPER.

C Bryant & Son Ltd v Birmingham Hospital Saturday Fund
Taverner and anr v Lord Mayor &c of Cardiff
Farrow v North Level Commissioners
J A Milestone & Sons Ltd (in liquidation) v Yates Castle Brewery Ltd
Seaton v The Rother & Jury's Gut Catchment Board
Focke & Co Ltd v Hecht & Co Ltd
Swift Steamship Co Ltd v Board of Trade
Welch v Royal Exchange Assurance
J F Adair & Co Ltd (in liquidation) v Birnbaum
Kawasaki Kisen Kabushiki Kaisha v Bantham Steamship Co Ltd

REVENUE PAPER—Cases Stated.

Woodhouse & Co Ltd and The Commissioners of Inland Revenue
Richard Hodgson Read and The Commissioners of Inland Revenue
F O G Lloyd and S W Grand (HM Inspector of Taxes)
Commissioners of Inland Revenue and Sir Harry Mallaby-Deely, Bart Sir Harry Mallaby-Deely, Bart and Commissioners of Inland Revenue
Sir Harry Mallaby-Deeley, Bart, and Commissioners of Inland Revenue Commissioners of Inland Revenue and Sir Harry Mallaby-Deeley, Bart
Watson Brothers and W G MacInnes (HM Inspector of Taxes)
Thomas Paton and M M Sayer (HM Inspector of Taxes)
The House Property and Investment Co Ltd and W H Kneen (HM Inspector of Taxes)
The United Steel Companies Limited and M W Cullington (HM Inspector of Taxes)
L H Weatherley and Commissioners of Inland Revenue
Newbarns Syndicate and T Hay (HM Inspector of Taxes)
Isaac Holden et Fils (France) Ltd and J R Bonner (HM Inspector of Taxes)
Kered Limited and Commissioners of Inland Revenue Commissioners of Inland Revenue and Kered Limited
Commissioners of Inland Revenue and Kered Limited Kered Limited and Commissioners of Inland Revenue
Augustus J Dutch and The Commissioners of Inland Revenue
Odhams Press Limited and H G Cook (HM Inspector of Taxes)
William Cooper Hobbs and H G L Hussey (HM Inspector of Taxes)
G Scammell & Nephew Limited and H F Rowles (HM Inspector of Taxes)
William H Boase and Commissioners of Inland Revenue

PETITION.

In the Matter of the Finance Act 1894, Section 10 and In the Matter of William Henry Barnes, dec.

Mr. Henry Ford, solicitor, of Exmouth, and of Exeter, left £41,955, with net personalty £41,757.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 20th January 1938.

	Div. Months.	Middle Price 12 Jan. 1938.	Flat Interest Yield. £ s. d.	‡ Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109½	3 13 1	3 6 4
Consols 2½%	JAJO	75	3 6 8	—
War Loan 3½% 1952 or after ...	JD	101⅞	3 8 9	3 6 10
Funding 4% Loan 1960-90	MN	113	3 10 10	3 3 4
Funding 3% Loan 1959-69	AO	98½	3 0 11	3 1 6
Funding 2¾% Loan 1952-57	JD	95¾	2 17 9	3 1 7
Funding 2½% Loan 1956-61	AO	90	2 15 7	3 2 4
Victory 4% Loan Av. life 22 years ...	MS	111½	3 11 9	3 5 2
Conversion 5% Loan 1944-64 ...	MN	114¼	4 7 1	2 6 8
Conversion 4½% Loan 1940-44 ...	JJ	106⅜	4 4 7	2 5 8
Conversion 3½% Loan 1961 or after	AO	103	3 8 0	3 6 2
Conversion 3% Loan 1948-53 ...	MS	102	2 18 10	2 15 5
Conversion 2½% Loan 1944-49 ...	AO	98½	2 10 10	2 13 9
Local Loans 3% Stock 1912 or after	JAJO	88	3 8 2	—
Bank Stock	AO	342½	3 10 0	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	79	3 9 7	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	87	3 9 0	—
India 4½% 1950-55	MN	112	4 0 4	3 5 6
India 3½% 1931 or after	JAJO	93½	3 14 10	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	109½xd	4 2 2	3 18 5
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	107½xd	3 14 5	3 5 8
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	106	4 4 11	2 17 9
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	90xd	2 15 7	3 4 10
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 12 1
Australia (Commonw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
*Canada 4% 1953-58	MS	109	3 13 5	3 5 5
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 3
New South Wales 3½% 1930-50 ...	JJ	98	3 11 5	3 14 2
New Zealand 3% 1945	AO	97	3 1 10	3 9 10
Nigeria 4% 1963	AO	108	3 14 1	3 10 6
Queensland 3½% 1950-70	JJ	97	3 12 2	3 13 2
*South Africa 3½% 1953-73	JD	103	3 8 0	3 4 10
Victoria 3½% 1929-49	AO	99	3 10 8	3 12 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	96	3 2 6	3 5 2
*Essex County 3½% 1952-72 ...	JD	101	3 9 4	3 8 4
Leeds 3% 1927 or after	JJ	84	3 11 5	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85⅛	3 10 2	—
Manchester 3% 1941 or after ...	FA	85xd	3 10 7	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	97	2 11 7	2 16 0
Metropolitan Water Board 3% "A" 1963-2003	AO	88¼	3 7 10	3 8 11
Do. do. 3% "B" 1934-2003 ...	MS	90	3 6 8	3 7 7
Do. do. 3% "E" 1953-73 ...	JJ	95	3 3 2	3 4 10
*Middlesex County Council 4% 1952-72	MN	107	3 14 9	3 7 11
* Do. do. 4½% 1950-70	MN	113	3 19 8	3 5 3
Nottingham 3% Irredeemable ...	MN	85	3 10 7	—
Sheffield Corp. 3½% 1968	JJ	101	3 9 4	3 8 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	109½	3 13 1	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge ...	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127	3 18 9	—
Gt. Western Rly. 5% Preference ...	MA	117½	4 5 1	—
Southern Rly. 4% Debenture ...	JJ	108	3 14 1	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 11 9
Southern Rly. 5% Guaranteed ...	MA	127	3 18 9	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.